

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

State of South Carolina,

COUNTY OF GREENVILLE

FILED
GREENVILLE
SEP 13 12 14 PM '54
WALTER F. ...
R.M.C.

DAVID HAROLD WALDREP

SEND GREETING:

WHEREAS, I, the said David Harold Waldrep

in and by ^{MY} certain promissory note in writing of even date with these presents ^{am} well and truly indebted to ~~Ann Hill under the Will of Marvin H. Hill,~~ ^{The First National Bank of Greenville, S.C., as Trustee for Barbara Ann Hill} in the full and just sum of ~~One Thousand and No/100~~ ^{One Thousand and No/100} (\$1,000.00) DOLLARS, to be paid at ^{its offices} in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of ^{Six} (6%) per centum per annum, said principal and interest being payable in ^{monthly} installments as follows:

Beginning on the ^{13th} day of ^{October}, 19⁵¹, and on the ^{13th} day of each ^{month} of each year thereafter the sum of \$ ^{30.43}, to be applied on the interest and principal of said note, said payments to continue up to and including the ^{13th} day of ^{August}, 19⁵⁴, and the balance of said principal and interest to be due and payable on the ^{13th} day of ^{September}, 19⁵⁴; the aforesaid ^{monthly} payments of \$ ^{30.43} each are to be applied first to interest at the rate of ^{Six} (6%) per centum per annum on the principal sum of \$ ^{1,000.00} or so much thereof as shall, from time to time, remain unpaid and the balance of each ^{monthly} payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said David Harold Waldrep, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~aforenamed mortgagee~~ according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to ^{me} the said David Harold Waldrep, in hand and truly paid by the said ~~aforenamed mortgagee~~

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said ~~The First National Bank of Greenville, S. C., as Trustee for Barbara Ann Hill under the Will of Marvin H. Hill,~~ ^{its successors and assigns, forever:}

All that lot of land with the improvements thereon situate at the Northeast corner of the intersection of Peachtree Street and Washington Avenue, near the City of Greenville, in Greenville County, State of South Carolina, being shown as part of Lot K-1, on plat of Highland, made by W. D. Neves, Engineer, February 18, 1916, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "C", at pages 258 and 259, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of Peachtree Street and Washington Avenue, and running thence along the North side of Peachtree Street, N 71-00 E 200 feet to an iron pin; thence N 22-10 W 240 feet to an iron pin; thence S 71-00 W 200 feet to an iron pin on the East side of Washington Avenue; thence along the East side of Washington Avenue, S 22-10 E 240 feet to the beginning corner.

This is the same property conveyed to the Mortgagor by deed of Nona Squires, dated December 12, 1944, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 270, at page 292.