

OCT 12 25 1951

ELLIS FAYNESWORTH
R. M. C.

State of South Carolina,

COUNTY OF GREENVILLE

MARION MITCHELL MAYBANK

SEND GREETING:

WHEREAS, I the said MARION MITCHELL MAYBANK

in said by ME certain promissory note in writing of even date with these presents 300 well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, GREENVILLE OFFICE in the full and just sum of Three Thousand Five Hundred and no/100 (\$3,500.00) DOLLARS, to be paid at office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Four & one-half (4 1/2) per centum per annum, said principal and interest being payable in quarterly installments as follows:

Beginning on the 1st day of January, 1952, and on the 1st day of each JANUARY, April, July, and October of each year thereafter the sum of \$ 167.23 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of July 1958, and the balance of said principal and interest to be due and payable on the 1st day of October 1958, the aforesaid quarterly payments of \$ 167.23 each are to be applied first to interest at the rate of Four & one-half (4 1/2) per centum per annum on the principal sum of \$ 3,500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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 MARION MITCHELL MAYBANK

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it the said South Carolina National Bank

in hand and truly paid by the said Marion Mitchell Maybank 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 mortgagee

All that piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 11 of Plat of Rockwood Park which Plat is recorded in the R. M. C. Office for Greenville County in Plat Book/168 and 169. S at pages

BEGINNING at a stake on the Southeastern side of Jenkinson Boulevard 270.3 feet in a Northeasterly direction from Marietta Street at corner of Lot No. 12, and running thence with the line of said Lot S. 39-55 E. 167.6 feet to a stake; thence N. 44-45 E. 76.8 feet to a stake at corner of Lot No. 10; thence with line of said Lot, N. 40-32 W. 170.9 feet to a stake on Jenkinson Boulevard; thence with the Southeast side of Jenkinson Boulevard, S. 42-00 W. 75.5 feet to beginning corner.

This is the identical property conveyed to me this date by J. LOUIS COWARD CONSTRUCTION COMPANY, INC.

This mortgage and the debt hereby secured to paid in full this 27th day of November, 1951

In the Presence of:
James P. Whitlock, Jr.

The South Carolina National Bank of Charleston, Greenville Office
By *Julian L. Webb, Jr.*
Vice Pres.

27 Nov. 51
Ellis Farnsworth
P. 27134