

BOOK 512 pg 420

MORTGAGE Prepared by, Attorney and First Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

State of South Carolina,

OCT 26 12 17 PM 1951

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

JAMES C. BALENTINE

SEND GREETING:

WHEREAS, I the said James C. Balentine

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to Citizens Lumber Company

in the full and just sum of Nine Thousand and No/100- (\$ 9,000.00) DOLLARS, to be paid at 400 Westfield 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 1st day of January, 1952, and on the 1st day of each month

of each year thereafter the sum of \$ 75.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal indebtedness is paid in full.

the aforesaid monthly payments of \$ 75.00 each are to be applied first to interest at the rate of Six (6) per centum per annum on the principal sum of \$ 9,000.00 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 James C. Balentine

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

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said James C. Balentine

in hand and truly paid by the said Citizens Lumber Company

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 Citizens Lumber Company, its successors and assigns, forever:

All that lot of land with the improvements thereon situate on the Southeast side of Carmel Street, in the City of Greenville, in Greenville County, State of South Carolina, shown as Lot 72, of Block "E", on plat of University Heights, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "Y", at page 53, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeast side of Carmel Street, at joint front corner of Lots 72 and 73, said pin being 103 feet in a Northeasterly direction from the point where the Southeast side of Carmel Street intersects with the Northeast side of Corinne Drive, and running thence with the line of Lot 73, S 28-30 E 180 feet to an iron pin; thence N 56-37 E 100 feet to an iron pin; thence with the line of Lot 71, N 28-30 W 180 feet to an iron pin on the Southeast side of Carmel Street; thence along the Southeast side of Carmel Street, S 56-37 W 100 feet to the beginning corner.

*Paid Jan 30, 1952
Citizens Lumber Co.*

*By: T. A. Rose
President*

*Witness:
Helen S. Smith*

James C. Balentine

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