

FILED  
GREENVILLE CO. S. C.

State of South Carolina,

NOV 5 9 29 AM 1951

COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R. M. C.

HOMER E. MILLER AND MARGARET B. MILLER

SEND GREETING:

WHEREAS, we, the said Homer E. Miller and Margaret B. Miller

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Shenandoah Life Insurance Co., Inc., a corporation organized and existing under the laws of the State of Virginia, in the full and just sum of EIGHT THOUSAND AND NO/100 (\$8,000.00) DOLLARS, to be paid at Roanoke, Virginia, together with interest thereon from date hereof until maturity at the rate of Five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 3rd day of December, 1951 and on the 3rd day of each month of each year thereafter the sum of \$52.80, to be applied on the interest and principal of said note, said payments to continue up to and including the 3rd day of October, 1971, and the balance of said principal and interest to be due and payable on the 3rd day of November, 1971; the aforesaid monthly payments of \$52.80 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$8,000.00 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 we, the said Homer E. Miller and Margaret B. Miller, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Shenandoah Life Insurance Co., Inc. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US, the said Homer E. Miller and Margaret B. Miller in hand and truly paid by the said Shenandoah Life Insurance Co., Inc. 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 Shenandoah Life Insurance Co., Inc., its successors and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the West side of Meyers Court in the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot No. 13 of Section "C" on plat of Parkvale made by Dalton and Neves, Engrs., July 1940, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "K", Page 54, said lot fronting 70 feet on the West side of Meyers Court with a depth of 150 feet on the South side, a depth of 150 feet on the North side, and being 70 feet across the rear.

Being the identical property conveyed to the mortgagors by deed of Hobert O. Southerlin and Belle M. Southerlin by deed dated November 3, 1951, deed to be recorded.

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