

FILED

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State of South Carolina

FARNSWORTH R.M.C.

COUNTY OF GREENVILLE

HOLMAN F. CHEEK, JR.

SEND GREETING:

WHEREAS, I the said Holman F. Cheek, Jr.

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Juanita F. Rodgers in the full and just sum of Five Hundred and No/100 (\$500.00) DOLLARS, to be paid at 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 5th day of May, 1952, and on the 5th day of each month thereafter the sum of \$25.00

interest and principal of said note, said payments to continue thereafter until said principal indebtedness is paid in full

the aforesaid monthly payments of \$25.00 each are to be applied first to interest at the rate of Six (6%) per centum per annum on the principal sum of \$500.00

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 Holman F. Cheek, Jr.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Juanita F. Rodgers according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Holman F. Cheek, Jr.

in hand and truly paid by the said Juanita F. Rodgers 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 Juanita F. Rodgers, her heirs and assigns, forever:

All that lot of land situate, lying and being on the North side of Parkins Mill Road, near the City of Greenville, in Greenville County, S. C., being shown as Lot 2 on plat of Colonial Estates, made by Dalton & Neves, Engineers, April 1951, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "W", page 173, 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 the Parkins Mill Road and Rodgers Drive, and running thence with the East side of Rodgers Drive, N. 20-06 W. 260.6 feet to an iron pin; thence with the line of Lot 3, N. 69-54 E. 250 feet to an iron pin; thence S. 20-06 E. 257.6 feet to an iron pin on the North side of Parkins Mill Road; thence with the North side of Parkins Mill Road S. 65-37 W. 120 feet to an iron pin; thence continuing with the North side of Parkins Mill Road S. 61-29 W. 106.8 feet to an iron pin; thence still with the curve of Parkins Mill Road (the chord being N. 70-27 W. 32.6 feet) to the beginning corner.

This is the same property conveyed to me by deed of Juanita F. Rodgers of even date herewith to be recorded.

This mortgage is junior in rank to the lien of the mortgage given by me to Fidelity Federal Savings & Loan Association, Greenville, S. C., in the amount of \$2500.00 of even date herewith to be recorded.

Waived, Satisfied and Cancelled this 11th day of September, 1952. Juanita F. Rodgers

Witnesses: Sallie H. Kincaid, Eston L. Rodgers

Ollie Farnsworth 9/16 A 20193