

NOV 28 11 00 AM '52

State of South Carolina,

County of GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. D. YARBOROUGH, SEND GREETING:
WHEREAS, I the said W. D. YARBOROUGH,

in and by MY certain promissory note in writing, of even date with these Presents am well and truly indebted to GENERAL MORTGAGE CO., a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Fourteen Thousand Two Hundred (\$14,200.00) DOLLARS, to be paid at its office in Greenville, S. C., or at such other place as the holder of the note may from time to time designate in writing, 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 instalments as follows: Beginning on the 1st day of November, 1952, and on the 1st day of each month of each year thereafter the sum of \$93.72, to be applied on the interest and principal of said note. the unpaid balance of said principal and interest to be due and payable on the 1st day of October, 1972; the aforesaid monthly payments of \$93.72 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$14,200.00 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 instalments 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 instalment or instalments, or any part thereof, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 W. D. Yarborough, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said GENERAL MORTGAGE CO. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said W. D. Yarborough in hand well and truly paid by the said GENERAL MORTGAGE CO., at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said GENERAL MORTGAGE CO.

All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the Eastern side of Trails End in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot 33 and the Northern one-half of Lot 32 of Cleveland Forest as shown on a plat entitled "Map of Cleveland Forest, Greenville, S. C.," made by Dalton & Neves, May, 1940, and recorded in the R. M. C. Office for Greenville County in Plat Book M, at pages 56 and 57, and having according to said plat and to a more recent plat entitled "Property of W. D. Yarbrough, Greenville, S. C.," made by Dalton & Neves August, 1952, the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Trails End at the joint front corner of Lots 33 and 85, and running thence along the common line of said two lots N. 64-35 E. 177 feet to an iron pin on the Western side of Nicholtown Road; thence along the Western side of Nicholtown Road S. 24-10 E. 117.5 feet to an iron pin in the rear line of Lot 32; thence through the center of Lot 32 S. 73-25 W. 182.7 feet to an iron pin on the Eastern side of Trails End; thence along the Eastern side of Trails End along a curved line, the chord of which is N. 14-11 W. 30 feet to an iron pin at the joint front corner of Lots 32 and 33; thence continuing along the Eastern side of Trails End N. 24 W. 10.3 feet to an iron pin; thence still with the Eastern side of Trails End N. 25-25 W. 49.7 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagor herein by Holland Construction Co., Inc. by its deed to be contemporaneously recorded with this mortgage in the R. M. C. Office for Greenville County.