

BOOK 543 PAGE 12

OCT 15 5 20 PM 1952

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

S. M. WILKES, JR. AND JOSEPH R. BRYSON, JR.

SEND GREETING:

Whereas, we, the said S. M. Wilkes, Jr. and Joseph R. Bryson, Jr.

in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to J. B. Waldrop

in the full and just sum of Four Thousand (\$4,000.00) Dollars

to be paid in monthly installments of Forty Two and 43/100 (\$42.43) Dollars. The first installment to be paid on November 15, 1952 and a like installment to be paid on the 15th day of each month thereafter until paid in full. Said payments to be applied first to interest and then to the unpaid principal

with interest thereon from date

at the rate of five per centum per annum, to be computed and paid monthly

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 S. M. Wilkes, Jr. and Joseph R.

Bryson, Jr., in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said J. B. Waldrop

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said S. M. Wilkes, Jr. and

Joseph R. Bryson, Jr., in hand well and truly paid by the said J. B. Waldrop

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 J. B. Waldrop:

All that certain piece, parcel and tract of land situate, lying and being in Greenville Township, State of South Carolina, County of Greenville, on the East side of Mallard Street, in the City of Greenville, and being more particularly described as follows:

Beginning at an iron pin on the east side of Mallard Street, which point is 140 feet from Pendleton Street and which is a joint corner with that lot of land now or formerly owned by Mrs. Iola C. Wyatt, and running thence with the line of the Wyatt property and parallel with Pendleton Street, 125 feet to an iron pin; thence in a southerly direction, 50 feet to an iron pin; thence in a westerly direction, 125 feet, in a line parallel to Pendleton Street, to an iron pin on Mallard Street, thence with the eastern side of Mallard Street, in a northerly direction, 50 feet to the beginning corner.

It is understood and agreed between the parties hereto that the lien of this mortgage is junior in rank and second in priority to a mortgage given by the mortgagors herein on this date to the First National Bank of Greenville, S. C., Executor of the Estate of Thomas Sloan, deceased.

The within described tract of land is the same conveyed to the mortgagors by the mortgagor, by his deed of even date, to be recorded.