

FILED
GREENVILLE CO. S. C.

State of South Carolina, JAN 2 12 24 PM 1953

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

FRED A. BARNETTE SEND GREETING:

WHEREAS, I the said Fred A. Barnette

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to J. A. Park

in the full and just sum of One Thousand and No/100 - - - - - (\$1,000.00) DOLLARS, to be paid at 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 February, 1953, and on the 1st day of each month of each year thereafter the sum of \$10.00

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

the aforesaid monthly payments of \$10.00 each are to be applied first to

interest at the rate of Six (6) per centum per annum on the principal sum of \$1,000.00 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 Fred A. Barnette

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. A. Park according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Fred A. Barnette

in hand and truly paid by the said J. A. Park

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 J. A. Park, his heirs and assigns, forever,

All that lot of land with the improvements thereon situate on the Southwest side of Ellendale Avenue near the City of Greenville, Greenville County, S. C., shown as Lot No. 7 on plat of Sans Souci Highlands made by C. C. Jones, Engineer, October 14, 1941, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "L", Page 173 (also recorded in Plat Book "G", Page 126) and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Ellendale Avenue at joint front corner of Lots 6 and 7 and running thence with the Southwest side of Ellendale Avenue N. 48-23 W. 50 feet to an iron pin; thence with the line of Lot No. 8, S. 32-33 W. 149 feet to an iron pin; thence S. 48-23 E. 50 feet to an iron pin; thence with the line of Lot 6 N. 32-33 E. 149 feet to an iron pin on the Southwest side of Ellendale Avenue, the beginning corner.

This mortgage shall rank equal in priority with the lien of that mortgage given by me to J. A. Park in the original amount of \$4,000.00 on October 19th, 1945, recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 338, Page 147.