

The State of South Carolina,

MAR 9 11 54 AM 1953

County of Greenville.

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

B. T. SEIGLER

SENDS GREETING:

Whereas, I, the said B. T. Seigler

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents, am well and truly

indebted to Fletcher J. Capell

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand, Forty-Nine and No/100

-----DOLLARS (\$3,049.00), to be paid

as follows: The sum of \$150.00 to be paid on the principal on the 7th day of May, 1953, and the sum of \$150.00 on the 7th day of each month thereafter, up to and including the 7th day of August, 1954, and the balance then remaining to be paid on the 7th day of September, 1954.

, with interest thereon from date

at the rate of Six (6%) percentum per annum, to be computed and paid

May 7, 1953 and monthly thereafter until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 Fletcher J. Capell, his heirs and assigns, forever.

All that lot of land with the buildings and improvements thereon, situate on the east side of South Main Street, in the City of Greenville, in Greenville County, S. C., shown as Lot 4 and a 6 inch strip over the north side of Lot 3, on plat recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book C, at Page 172, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of South Main Street, said pin being 74 feet 6 inches north from the northeast corner of the intersection of South Main Street and Murphy Street and running thence along the east side of South Main Street, N. 20-30 E. 25 feet 6 inches to an iron pin at corner of lot now or formerly of J. D. Tannahill and Hext M. Perry; thence with line of said property, S. 60-30 E. 100 feet to an iron pin; thence S. 20-30 W. 25 feet 6 inches to corner of lot now or formerly of Buchanan and Wallace; thence with line of that lot, N. 69-30 W. 100 feet to an iron pin on the east side of South Main Street, the beginning corner.

Together with all right, title and interest of the mortgagor in and to the party walls mentioned and described in the deed made by J. W. Norwood to Mattie M. Jenkinson, dated May 20, 1920, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 55, Page 388.

This mortgage is junior in rank to the lien of that mortgage given by me to Susan C. Gallivan, in the original amount of \$20,000.00, dated May 10, 1947, recorded in the R.M.C. Office for Greenville County, S.C., in Mortgage Book 363, at Page 36, and to that mortgage given by me to Sullivan Hardware Co., in the original amount of \$966.30, dated November 11, 1952, recorded in said R.M.C. Office in Mortgage Book 548, Page 74.

over - -

paid and cancelled this 14th day of October, 1953 on presence of
Mary W. Bass
Patricia C. Bass

21
53
RECORDED AND CANCELLED OF RECORD
M. C. FOR GREENVILLE COUNTY
10/14/53
23101