

State of South Carolina,

MAR 19 10 31 AM 1955

COUNTY OF GREENVILLE

LOUIE FARNSWORTH
R. M. C.

I, JOHN TALLEY HERBERT,

SEND GREETING:

WHEREAS, I the said John Talley Herbert,

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to The First National Bank of Greenville, S. C., as Trustee for Barbara Ann Hill under the Will of Marvin A. Hill, Deceased, in the full and just sum of One Thousand Seven Hundred and no/100ths (\$1,700.00) 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 13th day of April, 1953, and on the 13th day of each month of each year thereafter the sum of \$ 18.80, to be applied on the interest and principal of said note, said payments to continue up to and including the 13th day of February, 1963, and the balance of said principal and interest to be due and payable on the 13th day of March, 1963; the aforesaid monthly payments of \$ 18.80 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 1,700.00 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 John Talley Herbert

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The First National Bank of Greenville, S. C., as Trustee for Barbara Ann Hill under the Will of Marvin A. Hill, Deceased according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

me, the said John Talley Herbert

in hand and truly paid by the said The First National Bank of Greenville, S. C., as Trustee for Barbara Ann Hill under will of Marvin A. Hill, Deceased 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 THE FIRST NATIONAL BANK OF GREENVILLE, S. C., AS TRUSTEE FOR BARBARA ANN HILL UNDER WILL OF MARVIN A. HILL, DECEASED:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, on the North side of 10th Street, in Section No. 5 of Judson Mills Village, and being known and designated as Lot No. 38, as shown on plat of Section No. 5 of Judson Mills Village, made by Dalton & Neves in February, 1940, and recorded in the R. M. C. Office for Greenville County in Plat Book "K" at pages 33 and 34, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of 10th Street at the joint corner of Lots Nos. 37 and 38, which point is 142 feet West of the Northwest corner of the intersection of 10th Street and Neubert Avenue; thence with the line of Lot No. 37 N. 1-55 W. 90 feet to an iron pin; thence with the rear line of Lot No. 25, S. 88-09 W. 70 feet to an iron pin, corner of Lot No. 39; thence with the line of Lot No. 39, S. 1-55 E. 90 feet to an iron pin on the Northern side of 10th Street; thence along the Northern side of 10th Street N. 88-09 E. 70 feet to the beginning corner.

This is the identical property conveyed to the mortgagor herein by deed of John R. Painter dated December 3, 1945, and recorded in the R. M. C. Office for Greenville County, S. C. in Deed Volume 284 at page 6.