

1953 JUN 9

# State of South Carolina,

COUNTY OF GREENVILLE

STEPHEN L. WORLEY SENDS GREETING:

WHEREAS, I the said Stephen L. Worley

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

in the full and just sum of Three Hundred Fifty and No/100 (\$ 350.00) DOLLARS, to be paid in Greenville, S. C., together 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 installments as follows:

Beginning on the 25th day of July, 1953 and on the 25th day of each month

of each year thereafter the sum of \$ 50.00, to be applied on the interest and principal of said note, said payments to continue thereafter until paid in full

~~up to and including the day of~~

~~and the balance of said principal and interest to be due and payable on the day of~~

~~the aforesaid~~ monthly payments of \$ 50.00 each are to be applied first to

interest at the rate of Five (5%) per centum per annum on the principal sum of \$ 350.00 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 Stephen L. Worley

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

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

me, the said Stephen L. Worley

in hand and truly paid by the said Roy A. Thomason

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 Roy A. Thomason, his heirs and assigns, forever.

All that lot of land with the buildings and improvements thereon, situate on the northeast side of Phoenix Avenue, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 4 on plat of property of Roy A. Thomason, made by Dalton & Neves, Engineers, March 1951, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "Z", at Page 181, said lot fronting 68 feet along the northeast side of Phoenix Avenue, and running back to a depth of 160 feet on the southeast side, to a depth of 160 feet on the northwest side and being 68 feet across the rear.

The above described property is the same conveyed to the mortgagor herein by deed of the mortgagee, dated June 24, 1953.

This mortgage is junior in rank to the lien of that mortgage given by Stephen L. Worley to C. Douglas Wilson & Co., dated June 25, 1953, in the original amount of \$8,050.00.