

MAR 25 5 20 PM 1954

OLLIE FARNSWORTH
R. M. C.

State of South Carolina,

COUNTY OF GREENVILLE

I, CHARLES B. THOMAS,

SEND GREETING:

WHEREAS, I the said Charles B. Thomas,

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to LALA S. LEE,

in the full and just sum of Ten Thousand and No/100ths

(\$10,000.00) 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, from May 1st, 1954

said principal and interest being payable in monthly installments as follows:

Beginning on the First day of June 1954, and on the First day of each month

of each year thereafter the sum of \$106.07, to be applied on the

interest and principal of said note, said payments to continue up to and including the First day of April 1964

1964, and the balance of said principal and interest to be due and payable on the First day of May 1964

the aforesaid monthly payments of \$106.07 each are to be applied first to

interest at the rate of five (5%) per centum per annum on the principal sum of \$10,000.00 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 Charles B. Thomas

in consideration of the said debt and sum of money aforesaid, and for

the better securing the payment thereof to the said Lala S. Lee according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Charles B. Thomas

in hand and truly paid by the said Lala S. Lee

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 LALA S. LEE:

All that piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the Southwestern corner of the intersection of Pendleton and Mallard Streets, said lot being a parallelogram in shape measuring 100 feet on its Northern and Southern sides and 253 feet on its Eastern and Western sides as more particularly designated and delineated on a plat of survey of the property of J. B. Rasor made by C. M. Furman, Jr., C. E., dated October 5, 1931, and recorded in Plat Book H at page 196 in the R. M. C. Office for Greenville County. Said property has according to said plat the following metes and bounds:

BEGINNING at a point at the Southwestern corner of the intersection of Pendleton and Mallard Streets and running thence with Mallard Street S. 18-50 W. a distance of 191 feet to a corner of lot now or formerly of Gillespie; thence along line of lot now or formerly of Gillespie N. 72-22 W. a distance of 100 feet to a corner; thence N. 18-50 E. a distance of 191 feet to a point on Pendleton Street, corner of property now or formerly of Norris; thence with Pendleton Street S. 72-22 E. a distance of 100 feet to the point of beginning.

The above described property is the same property conveyed to the mortgagor herein by deed of Lala S. Lee to be recorded.

The within mortgage is a second mortgage, being junior in rank and priority to another mortgage given by the mortgagor to First Federal Savings and Loan Association.

The Subordination of Mortgage See R. M. C. Book 831 Page 296

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