

State of South Carolina,

COUNTY OF GREENVILLE

APR 13 4 15 PM 1964

PLATE FANNING
R.M.C.

JOHN ROBERT NEW and MARY MOISSON NEW

WHEREAS, We the said John Robert New and Mary Moisson New SEND GREETING:

in and by OUR certain promissory note in writing, of even date with these presents, are hereinafter called the mortgagor(s) well and truly indebted to THE PEOPLES NATIONAL BANK OF GREENVILLE, South Carolina, as Trustee under Agreement with Harry G. Kaminer, Jr., hereinafter called the mortgagee(s) in the full and just sum of Five Thousand Five Hundred and No/100 (\$ 5,500.00 DOLLARS, to be paid at 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 30th day of April, 1964, and on the last day of each month of each year thereafter the sum of \$ 58.34, to be applied on the interest and principal of said note, said payments to continue up to and including the last day of February, 1964, and the balance of said principal and interest to be due and payable on the 31st day of March, 1964, the aforesaid monthly payments of \$ 58.34 each are to be applied first to interest at the rate of Five (5 %) per centum per annum on the principal sum of \$ 5,500.00 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 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 ten (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 we, 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 us

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 The Peoples National Bank of Greenville, South Carolina, as Trustee under Agreement with Harry G. Kaminer, Jr., its successors and assigns, forever:

ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the West side of Westview Avenue, near the City of Greenville in the County of Greenville, State of South Carolina, being shown as Lot 21, Block 2, Section B, on plat of Parkvale, made by Dalton & Neves, Engineers, June 1940, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "K", page 53, and having, according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the West side of Westview Avenue at joint front corner of Lots 20 and 21 and running thence along the line of Lot 20, N. 89-0 W., 298 feet to point in branch; thence up said branch, following the meanderings thereof, in a Northerly direction, 70 feet, more or less, to an iron pin in branch at joint rear corner of Lots 21 and 22; thence along the line of Lot 22, S. 89-0 E., 288 feet to an iron pin on the West side of Westview Avenue; thence along the West side of Westview Avenue, S. 4-0 W., 70 feet to the beginning corner.

This is the same property conveyed to the Mortgagor, Mary Moisson New, by deed of The South Carolina National Bank of Charleston, as Executor and Trustee under the will of E. R. Parker, deceased, dated August 4, 1948, recorded in the said R.M.C. Office in Deed Book 356, page 17.