

# State of South Carolina,

COUNTY OF GREENVILLE

WE, JOHN C. WINN & WILLIAM C. WRIGHT

WHEREAS, we the said John C Winn and William C. Wright SEND GREETING:

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to RUTH O'KELLEY MILLS AS GUARDIAN FOR RUTH ELIZABETH MILLS AND MARY ELLA MILLS, JR., (Minors) hereinafter called the mortgagee(s) in the full and just sum of Twelve Thousand and No/100 (\$12,000.00) DOLLARS, to be paid at The First National Bank of Greenville, 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: Interest only on October 1, 1954, and November 1, 1954, and on the 1st day of each month beginning on the 1st day of December 1954, and on the 1st day of each month thereafter the sum of \$ 110.99 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October 1966 and the balance of said principal and interest to be due and payable on the 1st day of November 1966, the aforesaid monthly payments of \$ 110.99 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 12,000.00 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 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 RUTH O'KELLEY MILLS, AS GUARDIAN FOR RUTH ELIZABETH MILLS AND MARY ELLA MILLS, JR., (Minors) her successors and assigns, forever:

ALL that lot of land with the building and improvements thereon, situate on the South side of East North Street in the City of Greenville, in Greenville County, South Carolina, being shown on a plat of W. R. Timmons, Jr., Property, made by Dalton & Neves, Engineers, April, 1953, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book DD, page 139, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of East North Street, said pin being 80 feet West from the Southwest corner of intersection of East North Street and Manly Street, and running thence S. 16-07 E., 119.7 feet to an iron pin; thence S. 76-0 W., 20 feet to an iron pin; thence to and with the East face of a brick wall, N. 16--07 W., 119.7 feet to an iron pin on the South side of East North Street; thence along the South side of East North Street, N. 76-0 E., 20 feet to the beginning corner.

ALSO all the mortgagors right to tie on to and use the entire 8- inch brick wall located on the Eastern edge of property of C. E. Robinson, Jr., and R. M. Gaffney, adjacent to the above described property.

This is the same property conveyed to the Mortgagors by deed of C. E Robinson, Jr., and R. M. Gaffney, of even date, to be recorded herewith.