

State of South Carolina

APR 4 4 01 PM 1955

COUNTY OF GREENVILLE

OLLIE FARNSWORTH R. M. C.

I, RUBY F. STOKES,

SEND GREETING:

WHEREAS, I the said Ruby F. Stokes

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to J. E. Williams and I. H. Philpot in the full and just sum of One Thousand Twenty and 45/100ths (\$ 1,020.45) DOLLARS, to be paid 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 15th day of May 1955, and on the 15th day of each month of each year thereafter the sum of \$ 10.20, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of October 1966, and the balance of said principal and interest to be due and payable on the 15th day of November 1966; the aforesaid monthly payments of \$ 10.20 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 1,020.45 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 Ruby F. Stokes

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. E. Williams and I. H. Philpot according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Ruby F. Stokes

in hand and truly paid by the said J. E. Williams and I. H. Philpot

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 J. E. Williams and I. H. Philpot:

All that piece, parcel or lot of land with improvements thereon situate, lying and being in Greenville County, State of South Carolina, being known and designated as Lot No. 15 on plat entitled "Plat of Property belonging to Berea Realty Co.," made by John E. Smith and J. Coke Smith, March, 1952, recorded in the R. M. C. Office for Greenville County, in Plat Book BB, at page 37, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin 245 feet west from the intersection of New Street (Berea Drive) and Parker Road, joint front corner of Lots Nos. 14 and 15; and running thence with the common line of said lots in a Southeasterly direction 156.5 feet to an iron pin, joint rear corner of said lots and in the line of Lot No. 5; thence with the line of said lot N. 57-05 E. 64.16 feet to an iron pin, joint rear corner of Lots Nos. 5, 3, 2, 15; thence with the rear line of Lots Nos. 2 and 1 in a Northwesterly direction N. 26-15 W. 160 feet to an iron pin on the Southern side of New Street (Berea Drive); thence along the Southern side of said street S. 57-05 W. 70 feet to the point of beginning.

The above described property is a portion of the property conveyed to the mortgagor herein by deed of J. E. Williams and I. H. Philpot dated April 4, 1955, and to be recorded in the R.M.C. Office for Greenville County, S.C.

This mortgage is second in time and priority to a mortgage given by Ruby F. Stokes to Carolina Federal Savings and Loan Association of Greenville dated April 4, 1955, and to be recorded in the R. M. C. Office for Greenville County, S.C.