

GREENVILLE CO. S. C.

APR 13 4 27 PM 1955

State of South Carolina,

County of Greenville

OLLIE FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, PERRY E. GWINN, JR.

SEND GREETING:

WHEREAS, I the said Perry E. Gwinn, Jr.

in and by my certain promissory note in writing, of even date with these Presents am well and truly indebted to GENERAL MORTGAGE CO., a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Fourteen Thousand Five Hundred and No/100ths----- (\$14,500.00) DOLLARS, to be paid at its office in Greenville, S. C., or at such other place as the holder of the note may from time to time designate in writing, with interest thereon from date hereof until maturity at the rate of four and one-half (4½ %) per centum per annum, said principal and interest being payable in monthly instalments as follows: Beginning on the 1st day of August, 1955, and on the 1st day of each month of each year thereafter the sum of \$ 91.79 to be applied on the interest and principal of said note, the unpaid balance of said principal and interest to be due and payable on the 1st day of July, 1975; the aforesaid monthly payments of \$ 91.79 each are to be applied first to interest at the rate of four and one-half (4½ %) per centum per annum on the principal sum of \$ 14,500.00 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 instalments 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 instalment or instalments, or any part thereof, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 Perry E. Gwinn, Jr.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said GENERAL MORTGAGE CO. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Perry E. Gwinn, Jr. in hand well and truly paid by the said GENERAL MORTGAGE CO., at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said GENERAL MORTGAGE CO.

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, being known and designated as a portion of Lot No. 11 and Lot No. 12 of a subdivision known as Colonial Estates according to a plat thereof prepared by Dalton & Neves, Engineers, April, 1951, recorded in the R. M. C. Office for Greenville County in Plat Book W, at page 173, and having according to said plat and according to a more recent plat prepared by Piedmont Engineering Service, Greenville, S. C. dated April 11, 1955, entitled "Property of Perry E. Gwinn, Jr." the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Rodgers Drive, the joint front corner of Lots Nos. 12 and 13, and running thence along the joint line of said lots N. 61-16 W. 328 feet to an iron pin; thence N. 69-13 E. 347.6 feet to an iron pin, the joint rear corner of Lots 12 and 11; thence continuing N. 69-13 E. 90 feet to an iron pin in the rear line of Lot 11 (total 437.6 feet); thence a new line through Lot No. 11 S. 20-47 E. 250 feet to an iron pin on the Northern edge of Rodgers Drive; thence along the Northern edge of Rodgers Drive S. 69-13 W. 90 feet to an iron pin, the joint front corner of Lots Nos. 11 and 12; thence continuing along the Northern side of Rodgers Drive S. 69-13 W. 135.4 feet to the point of beginning (total 225.4 feet).

This is a portion of the property conveyed by Eston L. Rodgers and Juanita F. Rodgers to John D. Pellett, Jr., W. C. Livingston, William R. DeLoache, and Perry Earle Gwinn, Jr. by deed dated September 25, 1952, and recorded in the R. M. C. Office for Greenville County in Deed Book 463 at page 473. John D. Pellett, Jr., W. C. Livingston and William R. DeLoache,

(over)