

BOOK 648 Page 420

MIG 16 9 54 AM 1955

State of South Carolina,

COUNTY OF GREENVILLE

OLLIE FANNING
R.M.C.

WILLIAM E. WALDROP, JR.,

WHEREAS, I the said William E. Waldrop, Jr., SEND GREETING:

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to The South Carolina National Bank of Charleston, as Trustee for Dixie Home Stores Foundation, hereinafter called the mortgagee(s)

in the full and just sum of Four Hundred and No/100 (\$400.00) DOLLARS, to be paid at its Bank Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Four and one-half (4 1/2%) per centum per annum, said principal and interest being payable in Monthly installments as follows:

Beginning on the 10th day of September, 1955 and on the 10th day of each month of each year thereafter the sum of \$40.00, to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest is paid in full. ~~and the balance of said principal and interest to be due and payable on the same day of~~ ~~1955~~ the aforesaid Monthly payments of \$40.00 each are to be applied first to interest at the rate of four & one-half (4 1/2%) per centum per annum on the principal sum of \$400.00 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 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 I, 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 William E. Waldrop, Jr., 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 South Carolina National Bank of Charleston, as Trustee for Dixie Homes Stores Foundation, its, successors, and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the Southwest side of Pleasantburg Drive (formerly known as White Oak Way or South Carolina Highway No. 291,) in the City of Greenville, in Greenville County, S. C., being shown as Lot 24 on plat of White Oak Subdivision, property of Northside Development Co., on plat made by J. D. Pellett, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "P", pages 120 and 121, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Pleasantburg Drive at joint front corner of Lots 23 and 24, and running thence with the line of Lot 23, S. 49-36 W., 137.6 feet to an iron pin; thence S. 19-29 E., 87 feet to an iron pin; thence with the line of Lot 25, N. 49-36 E., 168.5 feet to an iron pin on the Southwest side of Pleasantburg Drive; thence with Pleasantburg Drive, N. 40-24 W., 80 feet to the beginning corner.

This is the same property conveyed to me by deed of Samuel V. Foster, dated June 2, 1954, now on file in the R.M.C. Office for Greenville County, S.C.

This mortgage is junior in rank to the lien of that mortgage given by the mortgagor, William E. Waldrop, Jr., to Fidelity Federal Savings and Loan Association of Greenville, in the amount of \$10,000.00 on June 2, 1954, now on file in the R.M.C. Office for Greenville County, S. C.

This mortgage and the debt hereby secured is satisfied and paid in full this 4th day of June, 1956.

The South Carolina National Bank of Charleston is Trustee for the Dixie Home Stores Foundation

*Rep. Harry Swanson
Trust Officer*

*Witness
Harry Clyburn*

*SATISFIED AND PAID IN FULL
26 July 1956
Ollie Fanning
18779*