

MORTGAGE OF REAL ESTATE—Prepared by P. Bradley Morrah, Jr., Attorney at Law, Greenville, S. C.

The State of South Carolina,

County of Greenville

FILED  
GREENVILLE CO. S. C.

OCT 8 11 09 AM 1955

To All Whom These Presents May Concern ~~RELIE F. BOSSOR~~ CUDD  
R. M. C.

SEND GREETING:

Whereas, I, the said Boyd E. Cudd

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The First National Bank, Greenville, South Carolina, as Trustee under agreement with Mary Bates Ballenger, dated September 19, 1955

hereinafter called the mortgagee(s), in the full and just sum of Six Thousand and No/100 - - - - -

- - - - - DOLLARS (\$ 6,000.00 ), to be paid

Due and payable on the 8th day of January, 1956

, with interest thereon from date

at the rate of Six (6%)

percentum per annum, to be computed and paid

quarterly

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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(s) promise to pay all costs and expenses including 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 me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 The First National Bank of Greenville, South Carolina, as Trustee under agreement with Mary Bates Ballenger, dated September 19, 1955, its Successors and Assigns:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon situate, lying and being on the Northeast corner of the intersection of Brook Forest Drive and Williamsburg Drive, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 10 on Plat of Belle Meade, Section 2, prepared by Piedmont Engineering Service, June, 1954, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book EE, at pages 116 and 117, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Williamsburg Drive at the joint front corner of Lots 9 and 10 and running thence along the Northeast side of Williamsburg Drive S. 11-33 W. 40.1 feet to an iron pin; thence along the curved line running to and with Brook Forest Drive to an iron pin (the chord of which is S. 23-03 E. 41.7 feet to an iron pin); thence along the Northeast side of Brook Forest Drive, S. 55-45 E. 137.6 feet to an iron pin; thence N. 11-33 E. 127.8 feet to an iron pin at the joint rear corner of Lots 9 and 10; thence along the line of Lot No. 10, N. 78-27 W. 150 feet to the beginning corner.

Being the identical property conveyed to the Mortgagor herein by deed of Derby Heights, Inc. of even date to be recorded herewith.

PAID IN FULL  
RECORDED AND INDEXED BY  
RECORDS AND CLERK  
GREENVILLE COUNTY, S. C.