

OCT 31 10 59 AM 1955

State of South Carolina,

OLLIE FARNSWORTH
R. M. C.

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I. W. C. Livingston, of Greenville County, S. C.,

WHEREAS, I the said W. C. Livingston SEND GREETING:

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 Seven Thousand, Five Hundred and No/100 (\$ 7,500.00) 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 (4-1/2%) per centum per annum, said principal and interest being payable in monthly instalments as follows: Beginning on the 1st day of December, 1955, and on the 1st day of each month of each year thereafter the sum of \$ 47.45 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 first day of November, 1975; the aforesaid monthly payments of \$ 47.45 each are to be applied first to interest at the rate of four and one-half (4-1/2%) per centum per annum on the principal sum of \$ 7,500.00 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 W. C. Livingston

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 W. C. Livingston 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., its successors and assigns:

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Butler Township, being known and designated as Lot No. 10 and portions of Lot No. 9 and Lot No. 11 of a subdivision known as Colonial Estates according to a plat thereof prepared by Dalton & Neves, Engineers, April, 1951 and recorded in the R. M. C. office for Greenville County in Plat Book W, at page 173, and having, according to a plat of the property of W. C. Livingston, prepared by R. W. Dalton, Registered Surveyor, in October, 1955, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Rodgers Drive in the front line of Lot No. 9 (which iron pin is the southwest corner of a lot now or formerly of Dorothy DuPree Grimball and is located 115 feet in the direction S. 69-13 W. from the joint front corner of Lots Nos. 8 and 9), and running thence along the northern edge of Rodgers Drive, S. 69-13 W. 245 feet to an iron pin in the front line of Lot No. 11; thence on a line through Lot No. 11, N. 20-47 W. 250 feet to an iron pin on the rear line of said lot; thence N. 69-13 E., 245 feet to an iron pin in the rear line of Lot No. 9; thence on a line through said Lot No. 9, S. 20-47 E. 250 feet to an iron pin on the northern edge of Rodgers Drive, the beginning corner; being the same property conveyed to me by two separate deeds as follows: the first, a deed from William R. DeLoache, et al., dated October 9, 1953 and recorded in the R. M. C. office for Greenville County in Vol. 487, page 77, and the second, a deed from Perry Earle Gwinn, Jr. dated October 9, 1953 and recorded in the R. M. C. office for Greenville County in Vol. 487, page 79.