

# State of South Carolina

COUNTY OF GREENVILLE

FEB 22 10 55 AM 1956

BULLIE FARNSWORTH  
R. M. C.

RICHARD C. ROUSE

WHEREAS, I, the said Richard C. Rouse

SEND GREETING:

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 of Greenville, S. C., as Executor and Alice Burnett Cleveland as Executrix under the will of W. C. Cleveland, deceased hereinafter called the mortgagee(s)

in the full and just sum of Five Thousand and No/100 (\$ 5,000.00.) DOLLARS, to be paid at its bank

interest thereon from date hereof until maturity at the rate of Five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 21st day of March, 1956, and on the 21st day of each month

of each year thereafter the sum of \$ 94.36, to be applied on the interest and principal of said note, said payments to continue up to and including the 21st day of January, 1961, and the balance of said principal and interest to be due and payable on the 21st day of February, 1961, the aforesaid monthly payments of \$ 94.36

each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$ 5,000.00 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 me

me, 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 First National Bank of Greenville, S. C. as Executor and Alice Burnett Cleveland as Executrix under the will of W. C. Cleveland, deceased, their heirs, successors, and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the North side of Tindal Avenue, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 65 of Block A, on plat of Cagle Park, made by R. E. Dalton, Engineer, June, 1915, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "C", at Pages 237 and 238, said lot fronting 60 feet on the North side of Tindal Avenue, with a depth of 199.1 feet on the West side, to a depth of 199 feet on the East side, and being 64.8 feet along McKay Street at the rear.

This is the same property conveyed to the Mortgagor herein by deed of John H. Holcombe, dated June 30, 1948, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 354, at Page 495.