

State of South Carolina,

FILED GREENVILLE CO. S. C.

COUNTY OF Greenville

MAR 7 10 57 AM 1956

OLLIE FARNSWORTH R.M.C.

I, DAVID, D. GREENWAY

WHEREAS, I the said David D. Greenway

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 Trustee under agreement with Elizabeth W. Bomar, dated September 14, 1955 in the full and just sum of Fifteen Hundred and No/100 (\$ 1500.00) DOLLARS, to be paid at Greenville in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Six (6) per centum per annum, said principal and interest being payable in monthly installments as follows: Beginning on the 6th day of April, 1956, and on the 6th day of each month of each year thereafter the sum of \$ 29.00 to be applied on the interest and principal of said note, said payments to continue up to and including the 6th day of February, 1961, and the balance of said principal and interest to be due and payable on the 6th day of March, 1961; the aforesaid monthly payments of \$ 29.00 each are to be applied first to interest at the rate of Six (6) per centum per annum on the principal sum of \$ 1500.00 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

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 Trustee under agreement with Elizabeth W. Bomar, dated September 14, 1955., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate at the Southwest corner of the intersection of Fourth Street and Third Street, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 82 on Plat of Section 6 of Judson Mills Village, made by Dalton & Neves, Engineers, dated November, 1941, recorded in the RMC Office for Greenville County, S. C. in Plat Book "K", pages 106 and 107, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Fourth Street, joint corner of Lots 81 and 82, and running thence with the West side of Fourth Street, N. 1-40 W. 63.2 feet to an iron pin; thence with the curve of Fourth Street and Third Street (the chord being N. 46-38 W. 14 feet) to an iron pin on the South side of Third street; thence with the South side of Third Street, S. 88-24 W. 68 feet to an iron pin; thence with rear line of Lot 83, S. 1-50 E. 73.4 feet to an iron pin; thence with line of Lot 81, N. 88-11 E. 77.8 feet to the beginning corner.

This is the same property conveyed to me by deed of Judson Mills, dated December 1, 1941, recorded in the RMC Office for Greenville County, S. C. in Deed Book 241, Page 75.