

FILLED  
GREENVILLE C.O.S.C.

# State of South Carolina

MAR 22 4 20 PM 1956

COUNTY OF Greenville

OLLIE FARNSWORTH,  
R.M.C.

WE, DEMPSEY STEPHENS & NELL N. STEPHENS SEND GREETING:  
WHEREAS, We the said Dempsey Stephens & Nell N. Stephens

in and by QUX certain promissory notes in writing, of even date with these presents, am hereinafter called the mortgagor(s) well and truly indebted to Solovei Bros., Inc.

in the full and just sum of Twelve Hundred and No/100 hereinafter called the mortgagee(s) (\$ 1200.00 ) DOLLARS, to be paid at Greenville in Greenville, S. C., together with

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

Beginning on the 1st day of June 19 56 and on the 1st day of each September, Dec-  
ember, March & June of each year thereafter the sum of \$ 25.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest are paid in full

~~the balance of said principal and interest to be due and payable on the~~  
~~10th~~ the aforesaid quarterly payments of \$ 25.00 each are to be applied first to interest at the rate of Five (5 %) per centum per annum on the principal sum of \$ 1200.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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 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 WE, 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 US

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 Solovei Bros., Inc., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Northeast side of Arcadia Drive and on the Southeast side of Old Spartanburg Highway, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 13, of Block B, on revised plat of Northgate Property, made by Dalton & Neves, Engineers, April 1946, (being shown as a portion of Lots 13 and 14 of Block B on plat recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "M", at Page 13), and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southeast corner of the intersection of Arcadia Drive and Old Spartanburg Highway, and running thence along the Southeast side of Old Spartanburg Highway, N. 56-49 E. 150 feet to an iron pin; thence with the line of Lot 12, S. 34-54 E. 89.70 feet to an iron pin; thence S. 59-30 W. 151.1 feet to an iron pin on the Northeast side of Arcadia Drive; thence with the Northeast side of Arcadia Drive, N. 34-17 W. 82.90 feet to the beginning corner.

This is the same property conveyed to us by deed of Solovei Bros., Inc. by deed dated March 16, 1956, to be recorded herewith and this mortgage is given to secure a portion of the purchase price and is junior in rank to the lien of that mortgage given on this date by Dempsey Stephens and Nell N. Stephens to Shenandoah Life Insurance Company in the amount of \$9,000.00 to be recorded herewith.