

BOOK 677 PAGE 176

FILED GREENVILLE CO. S. C.

The State of South Carolina,

MAY 5 9 49 AM 1956

County of Greenville

OLLIE FARNSWORTH R. M. C.

To All Whom These Presents May Concern:

WE, L. O. CLARY & EULA R. CLARY

SEND GREETING:

Whereas, We the said L. O. Clary & Eula R. Clary

hereinafter called the mortgagor(s) in and by our contains promissory note in writing, of even date with these presents, am well and truly indebted to William B. Ducker

hereinafter called the mortgagee(s), in the full and just sum of Forty Five Hundred Dollars and No/100.-

----- DOLLARS (\$ 4500.00 ), to be paid paid July 2, 1956.

, with interest thereon from maturity

at the rate of Five

annually

percentum per annum, to be computed and paid 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, 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 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 William B. Ducker, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the North side of Beechwood Avenue, in the City of Greenville, in Greenville County, South Carolina, shown as a part of Lot 21 on a plat of Eastover made by R. E. Dalton, Engineer, July, 1920, recorded in the RMC Office for Greenville County, S. C., in Plat Book "F", pages 41 and 42, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Beechwood Avenue, at joint front corner of Lots 20 and 21, and running thence along the North side of Beechwood Avenue, N. 71-55 W. 60 feet to an iron pin at corner of Lot now or formerly owned by S. R. Wiggin; thence with the line of said Wiggin lot, N. 20-0 E. 152 feet, more or less, to an iron pin in the rear line of Lot 21; thence S. 41-19 E., 62.25 feet to a poplar tree at corner of Lot 20; thence with the line of Lot 20, S. 18-05 W., 149 feet to the beginning corner.

This is the same property conveyed to the Mortgagor by deed of the Mortgagee of even date to be recorded herewith and this mortgage is given to secure the remaining portion of the purchase price.