

FILED
GREENVILLE CO. S. C.
OCT 17 10 02 AM 1956
OLLIE FARNWORTH
R.M.C.

State of South Carolina

COUNTY OF GREENVILLE

I, **JAMES D. STEADING**

SEND GREETING:

WHEREAS, **I** the said **James D. Steading**

hereinafter called the mortgagor(s) in and by **my** certain promissory note in writing, of even date with these presents well and truly indebted to **CLARENCE J. WHITEHEAD, JR. AND BARBARA M. WHITEHEAD**

hereinafter called the mortgagee(s) in the full and just sum of **Seven Hundred Fifty and No/100** (\$ **750.00**) DOLLARS, to be paid **R** 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 **monthly** installments as follows:

Beginning on the **16th** day of **November**, 19**56**, and on the **16th** day of each **month** of each year thereafter the sum of \$ **22.48**, to be applied on the interest and principal of said note, said payments to continue up to and including the **16th** day of **September**, 19**59**, and the balance of said principal and interest to be due and payable on the **16th** day of **October**, 19**59**, the aforesaid **monthly** payments of \$ **22.48** each are to be applied first to interest at the rate of **Five** (**5**) per centum per annum on the principal sum of \$ **750.00** 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 **CLARENCE J. WHITEHEAD, JR. AND BARBARA M. WHITEHEAD, their heirs and assigns, forever:**

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Northwest side of Irene Circle, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot 27 on plat of Royal Heights, made by Dalton & Neves, Engineers, in April, 1949, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "W", at Page 25, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwest side of Irene Circle, at joint front corner of Lots 26 and 27, and running thence with the Northwest side of Irene Circle, N 54-13 E, 70.3 feet to an iron pin at joint front corner of Lots 27 and 28; thence with the line of Lot 28, N 30-42 W, 170 feet to an iron pin; thence S 59-18 W, 70 feet to an iron pin; thence with the line of Lot 26, S 30-42 E, 176.2 feet to an iron pin on the Northwest side of Irene Circle, the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Clarence J. Whitehead, Jr. and Barbara M. Whitehead, dated October 15, 1956, to be recorded herewith.

This mortgage is given to secure the remaining portion of the purchase price, and is junior in rank to the lien of that mortgage given by George W. Matthews to C. Douglas Wilson & Co., in the original amount of \$6,850.00, dated November 3, 1950, recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 482, at Page 205.

This mortgage is true in fact. Signed in my presence on 10/17/56
Clarence J. Whitehead, Jr.
Barbara M. Whitehead
RECORDED
OCT 17 1956
GREENVILLE COUNTY, S. C.
R.M.C.