

MAR 11 2 24 PM 1957

The State of South Carolina,

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

HERBERT G. MERRITT and MARY B. MERRITT SEND GREETING:

Whereas, **we**, the said **Herbert G. Merritt and Mary B. Merritt**
hereinafter called the mortgagor(s) in and by **OUR**, certain promissory note in writing, of even date with these presents,
are well and truly indebted to **Kenneth N. Leonard**

hereinafter called the mortgagee(s), in the full and just sum of **Two Thousand and No/100 -----**

----- DOLLARS (\$ 2,000.00), to be paid
at
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
installments as follows: **The sum of \$1,000.00 to be paid on the principal on April 6, 1957,**
and Beginning on the 1st day of May, 1957, and on the **1st** day of each
month of each year thereafter the sum of **\$30.43**, to be applied on the interest
and principal of said note, said payments to continue up to and including the **1st** day of **March**
19 **60**, and the balance of said principal and interest to be due and payable on the **1st** day of **April**
19 **60**; the aforesaid **monthly** payments of **\$ 30.43** each are to be applied first to
interest at the rate of **six (6 %)** per centum per annum on the principal sum of **\$ 2,000.00** 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 herein 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 **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

KENNETH N. LEONARD, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate at the Southwest corner of the intersection of Spring Brook Drive and Lucile Avenue, near the City of Greenville, in Greenville County, S. C. being shown as Lot 5, Unit 2, as shown on plat of Pine Crest Farms, made by W. J. Riddle, Surveyor, recorded in the RMC Office for Greenville County, S. C., in Plat Book "J", page 47 (also recorded in Plat Book "M", page 3), and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southwest corner of the intersection of Spring Brook Drive and Lucile Avenue, and running thence along the South side of Spring Brook Drive N. 86-35 W. 209 feet to an iron pin; thence S. 0-38 E. 104.5 feet to an iron pin; thence with the line of Lot 6, S. 86-35 E. 209 feet to an iron pin on the West side of Lucile Avenue; thence along the West side of Lucile Avenue N. 0-38 W. 104.5 feet to the beginning corner.

This is the same property conveyed to us by deed of Kenneth N. Leonard by deed of even date herewith, and this mortgage is given to secure the unpaid portion of the purchase price, and is junior in rank to the lien of that mortgage given by Frances B. Traynham to Fidelity Federal Savings and Loan Association in the original amount of \$3,550.00 dated November 10, 1954, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 616, page 83, and to the lien of that mortgage given by Kenneth N. Leonard to Frances B. Traynham in the original

FILED
GREENVILLE
MAR 11 1957
OLLIE FARNSWORTH
R. M. C.