

GREENVILLE CO. S. C.

The State of South Carolina,

OCT 14 11:14 AM 1957

COUNTY OF Greenville

OLLIE FARNSWORTH
R.M.O.

IRVING GILLARD (NADE) CALMES, CAIN C. HALEY, JAMES D. CALMES AND SARAH C. WESTERVELT SEND GREETING:

Whereas, We, the said Irving Gillard (Nade) Calmes, Cain C. Haley, James D. Calmes and Sarah C. Westervelt 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 CAROLINE C. DUPRE

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

- - - - - DOLLARS (\$ 3,000.00), to be paid at Greenville in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five & one-half (5 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 14th day of November, 19 57, and on the 14th day of each month of each year thereafter the sum of \$ 43.12, to be applied on the interest and principal of said note, said payments to continue up to and including the 14th day of September, 19 64, and the balance of said principal and interest to be due and payable on the 14th day of October, 19 64; the aforesaid monthly payments of \$ 43.12 each are to be applied first to interest at the rate of five & one-half (5 1/2%) per centum per annum on the principal sum of \$ 3,000.00 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 Caroline C. Dupre, her heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate at the Northeast corner of the intersection of South Irvine Street and East McBee Avenue, in the City of Greenville, in Greenville County, S. C., being shown as a portion of Lots 1 and 2 on plat of property of J. N. Watkins, et al, recorded in the RMC Office for Greenville County, S. C., in Plat Book G, at page 241, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of South Irvine Street and East McBee Avenue, and running thence along the North side of East McBee Avenue, S. 70-47 E., 97.72 feet to an iron pin; thence N. 20-56 E. 105 feet to an iron pin; thence N. 70-47 W. 96.88 feet to an iron pin on the East side of South Irvine Street; thence along the East side of South Irvine Street, S. 21-24 W. 105 feet to the beginning corner.

This is the same property conveyed to Mrs. Melville Westervelt, by deed of Rush Pealty Co. and Paul G. Cushman, dated September 7, 1939, and December 31, 1941, recorded in the RMC Office for Greenville County, S. C., in Deed Book 230, page 124, and Deed Book 240, page 414, respectively. Thereafter, Mrs. Melville Westervelt died testate and by her last will which is on file in the Probate Court for Greenville County, S. C., in Apartment 589, File 11, under Item V, thereof, she devised this property as a part of the residue of her estate, one-third to the mortgagor, Sarah C. Westervelt, and two-thirds to the mortgagor, Irvine Gillard (Nade) Calmes. Thereafter, the said Irvine Gillard (Nade) Calmes