

FILED GREENVILLE CO. S. C. BOOK 727 PAGE 563

OCT 18 10 00 AM 1957

State of South Carolina,

OLLIE F. HAYNSWORTH
R.M.C.

COUNTY OF GREENVILLE

W.A. MERRITT SEND GREETING:

WHEREAS, I the said W.A. Merritt

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to W.W. Burgiss Charities, Inc.

in the full and just sum of Thirty-five Thousand and No/100ths (\$35,000.00) DOLLARS, to be paid at its principal 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 1st day of December, 1957, and on the 1st day of each succeeding month of each year thereafter the sum of \$371.25, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October 1967, and the balance of said principal and interest to be due and payable on the 1st day of November 1967, the aforesaid monthly payments of \$371.25 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$35,000.00 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; interest on the principal of this note from date through October 31, 1957 due and payable November 1, 1957. 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 (10%) per cent, of the indebtedness as attorneys' 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 W.A. Merritt

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W.W. Burgiss Charities, Inc. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

the said W.A. Merritt in hand and truly paid by the said W.W. Burgiss Charities, Inc.

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 W.W. BURGESS CHARITIES, INC.:

All that piece, parcel or lot of land, situate, lying and being in the City of Greenville, Greenville County, State of South Carolina, and having according to a plat prepared by Will D. Neves, Engineer, dated June 10, 1913, entitled "Plat of W.A. Merritts' Lot on North Main Street, Greenville, S.C.", the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of North Main Street at the Southwestern corner of lot now or formerly of Lillie V. Ferguson; thence with the line of the said Ferguson lot S. 71-45 E. 208 feet to an iron pin on a 12 foot alley; thence with the said alley S. 20-15 W. 80 feet to an iron pin at the corner of a lot now or formerly of S.M. Gower; thence with the line of the said Gower lot N. 71-45 W. 208 feet to an iron pin on the Eastern side of North Main Street; thence with the Eastern side of North Main Street N. 20-15 E. 80 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of J. Thomas Arnold, dated November 1, 1905, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book RRR at page 107.