

FILED GREENVILLE CO. S. C.

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The State of South Carolina,

COUNTY OF GREENVILLE

OLLIE FARNSWORTH R. M. C.

EMMETT M. MESSER

SEND GREETING:

Whereas, I, the said Emmett M. Messer

hereinafter called the mortgagor(s) in and by my certain 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 Two Thousand Three Hundred and

No/100----- DOLLARS (\$2,300.00), to be paid

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 monthly

installments as follows:

Beginning on the 1st day of May, 1958, and on the 1st day of each

month of each year thereafter the sum of \$ 50.00, to be applied on the interest

and principal of said note, said payments to continue thereafter until principal and interest are paid in full;

and the balance of said indebtedness shall be due and payable on the 1st day of

the aforesaid monthly payments of \$ 50.00 each are to be applied first to

interest at the rate of six (6%) per centum per annum on the principal sum of \$ 2,300.00 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 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 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 East Lee Road near the City of Greenville, in Greenville County, S. C., shown as Lot 17 on plat of Property of Warren Walker, made by W. J. Riddle, Surveyor, November, 1936, and a recent survey made by R.W. Dalton, Surveyor, August 16, 1955, recorded in the RMC Office for Greenville County, S. C., in Plat Book II, page 199, and having the following metes and bounds:

BEGINNING at an iron pin on the North side of East Lee Road at joint corner of Lots 16 and 17, and running thence along the line of Lot 16, N. 15-0 W., 398 feet to an iron pin; thence S. 54-0 W., 133 feet to an iron pin; thence S. 73-30 W., 87 feet to an iron pin; thence S. 18-40 E., 365 feet to an iron pin on the North side of East Lee Road; thence along East Lee Road, N. 70-0 E., 184 feet to the beginning corner.

THIS is the same property conveyed to me by deed of William B. Ducker, to be recorded herewith.

THIS mortgage shall be junior in rank to the lien of a mortgage given to C. Douglas Wilson & Co., in the original amount of \$7,100.00, dated August 18, 1955, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 649, page 15.