

State of South Carolina,

COUNTY OF GREENVILLE

CHARLES B. FERGUSON and ANNIE H. FERGUSON

SEND GREETING.

WHEREAS, we the said Charles B. Ferguson and Annie H. Ferguson

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to JOHN T. FINLEY

in the full and just sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) DOLLARS, 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 monthly installments as follows:

Beginning on the 1st day of January, 1959, and on the first day of each succeeding month of each year thereafter the sum of \$50.17, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of November 1981, and the balance of said principal and interest to be due and payable on the 1st day of December 1981; the aforesaid monthly payments of \$50.17 each are to be applied first to interest at the rate of Six (6%) per centum per annum on the principal sum of \$7,500.00 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 (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 we the said Charles B. Ferguson and Annie H. Ferguson, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said John T. Finley according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to John T. Finley the said Charles B. Ferguson and Annie H. Ferguson in hand and truly paid by the said John T. Finley 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 JOHN T. FINLEY

All that piece, parcel or lot of land situate, lying and being on the Southeastern side of Hodgens Drive near the City of Greenville, County of Greenville, State of South Carolina being known and designated as Lot No. 10 as shown on a plat prepared by J. Coke Smith and Son dated January 1956 entitled "Plat of a Subdivision belonging to Lela S. Hodgens" and recorded in the R. M. C. Office for Greenville County in Plat Book JJ at page 189 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Hodgens Drive at the joint front corner of Lots Nos. 8 and 10 and running thence with the line of Lots Nos. 8 and 9, S. 33-46 E. 136.6 feet to an iron pin at the joint rear corner of Lots Nos. 10 and 11; thence with the line of Lot No. 11, S. 54-54 W. 85 feet to an iron pin at the joint rear corner of Lots Nos. 10 and 12; thence with the line of Lot No. 12, N. 33-46 W. 138.6 feet to an iron pin on the Southeastern side of Hodgens Drive; thence with the Southeastern side of Hodgens Drive, N. 58-16 E. 85 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Lela S. Hodgens dated January 26, 1957 and recorded in the

Charles B. Ferguson and Annie H. Ferguson
17th
11 June 1959
1400
11 31197