

The State of South Carolina,
COUNTY OF Greenville

DEC 20 11 30 AM 1958

CLERK

CHARLES HUGH PATRICK, JR. and JANE BARTON PATRICK SEND GREETING:

Whereas, we the said Charles Hugh Patrick, Jr. and Jane Barton Patrick

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 ALVIN J. WHITTEN

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Four Hundred Sixty Eight

and 66/100 -----DOLLARS (\$ 1,468.66), to be paid

at half in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five & one 5 1/2% per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 20th day of January, 19 58, and on the 20th day of each month of each year thereafter the sum of \$ 20.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest are paid in full; the aforesaid monthly payments of \$ 20.00 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 \$ 1,468.66 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

ALVIN J. WHITTEN, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Northwest side of Bradley Boulevard, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 81 on plat of University Park, made by Dalton & Neves, Engineers, November 1946, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "P", at page 127, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwest side of Bradley Boulevard, at joint front corner of Lots 81 and 82, and running thence with the line of Lot 82, N. 37-34 W., 183.8 feet to an iron pin on Brookside Circle; thence with Brookside Circle N. 59-03 E., 75.5 feet to an iron pin; thence with the line of Lot 80, S. 37-34 E., 175.1 feet to an iron pin on Bradley Boulevard; thence along Bradley Boulevard, S. 52-26 W., 75 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Alvin J. Whitten to be recorded 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 Alvin J. Whitten to Fidelity Federal Savings & Loan Association of Greenville, S. C. in the original amount of \$11,650, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 683, page 107.