MORTGAGE OF REAL ESTATE-Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C.

The State of South Carolina,

COUNTY OF **GREENVILLE** 

RICHARD C. ROUSE

SEND GREETING:

Whereas, Ι Richard C. Rouse

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON and ALICE BURNETT CLEVELAND, as Executors of the Estate of W. C. Cleveland, Deceased,

hereinafter called the mortgagee(s), in the full and just sum of

Forty Two Hundred and no/100 - - - - - DOLLARS (\$ 4,200.00 ), 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 30th day of May , 19 59 , and on the 30th day of each month of each year thereafter the sum of \$81.20 , to be applied on the interest and principal of said note, said payments to continue up to and including the 30th day of March 19 64 , and the balance of said principal and interest to be due and payable on the 30th day of April 19 64 ; the aforesaid payments of \$81.20 each are to be applied first to interest at the rate of ( 6 %) per centum per annum on the principal sum of \$4,200.00 six so much thereof as shall, from time to time, remain unpaid and the balance of each 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 convenant 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 honder of an attention of the holder of an attention of the holder of the placed in the honder of an attention of the holder. 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 a attorney's fees, this to be added to the mortgage indebtedness, and to be second under this mortgage. cured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That Ι , 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 The South Carolina National Bank of Charleston and Alice Burnett Cleveland, as Executors of the Estate of W. C. Cleveland, deceased, their successors and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the North side of Tindal Avenue, in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot No.65 of Block A, on Plat of Cagle Park, made by R.E. Dalton, Engineer, June 1915, recorded in the RMC Office for Greenville County, S.C., in Plat Book C, pages 237 and 238, said lot fronting 60 feet on the North side of Tindal Avenue, with a depth of 199.1 feet on the West side, a depth of 199 feet on the East side, and being 64.8 feet along McKay Street at the rear.

This is the same property conveyed to me by deed of John H. Holcombe dated June 30, 1948, recorded in the RMC Office for Greenville County, S.C., in Book 354, at page 495.