

The State of South Carolina,

COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

MAY 26 12 41 PM 1960

OLLIE FARMER WORTH  
R.M.C.

J. BROOKE GODARD and DOROTHY T. GODARD SEND GREETING:

Whereas, we, the said J. Brooke Godard and Dorothy T. Godard

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 James C. Balentine

hereinafter called the mortgagee(s), in the full and just sum of Two Thousand and No/100-----

----- DOLLARS (\$ 2,000.00 ), to be paid at six ( 6 % ) per centum per annum, said principal and interest being payable in monthly

installments as follows:

Beginning on the 1st day of June, 19 60, and on the 1st day of each month of each year thereafter the sum of \$ 10.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of April, 19 65, and the balance of said principal and interest to be due and payable on the 1st day of May, 19 65; the aforesaid monthly payments of \$ 10.00 each are to be applied first to interest at the rate of six ( 6 % ) per centum per annum on the principal sum of \$ 2,000.00 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.

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 JAMES C. BALENTINE, his heirs and assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being on the South side of High Valley Boulevard, near the City of Greenville, in Gantt Township, Greenville County, South Carolina, being shown as Lot 48 on plat of Fresh Meadow Farms, made by M. H. Woodward, Engineer, May 21, 1946, recorded in the RMC Office for Greenville County, S. C., in Plat Book "MM", Page 127, and having according to said plat and a recent survey made by Dalton & Neves, Engineers, October 3, 1947, the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of High Valley Boulevard, joint front corner of Lots 48 and 49, said pin being 572 feet East from the Southeast corner of the intersection of High Valley Boulevard and Creek Shore Drive and running thence along the line of Lot 49, S. 8-37 W., 250 feet to an iron pin; thence along the rear line of Lot 63, S. 81-23 E., 37 feet to an iron pin; thence with the line of Lot 47, N. 8-37 E., 250 feet to an iron pin on the South side of High Valley Boulevard; thence with the South side of High Valley Boulevard, N. 81-23 W., 87 feet to the beginning corner.

This mortgage is junior in rank to the lien of that mortgage given by John B. Friar and Louise R. Friar to General Mortgage Co., in the amount of \$7800.00, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 627, page 467.