

600A 851 Plat 360

The State of South Carolina,

COUNTY OF GREENVILLE

MAR 7 3 51 PM 1961

J. PAUL HESTER and MAXINE B. HESTER SEND GREETING:

Whereas, we the said J. Paul Hester and Maxine B. Hester

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 E. A. MOSELEY and FRANK P. HAMMOND

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

Seventeen Hundred and no/100 ----- DOLLARS (\$ 1700.00 ), to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of seven ( 7 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of April, 1961, and on the 1st day of each month of each year thereafter the sum of \$ 100.00 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, and the balance of said principal and interest to be due and payable on the day of the month of the above said monthly payments of \$ 100.00 each are to be applied first to interest at the rate of seven ( 7 %) per centum per annum on the principal sum of \$ 1700.00 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 L. A. Moseley and Frank P. Hammond, their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Southeast side of Nottingham Road, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 194 on plat of Sherwood Forest made by Dalton & Neves, Engineers, August 1951, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book GG, Pages 70 and 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeast side of Nottingham Road at joint front corner of Lots 194 and 195, and runs thence with the line of Lot 195, S. 60-30 E., 171.8 feet to an iron pin; thence N. 26-58 E., 75.1 feet to an iron pin; thence with the line of Lot 171, N. 60-30 W., 168 feet to an iron pin on the Southeast side of Nottingham Road; thence along Nottingham Road, S. 29-30 W., 75 feet to the beginning corner.

THIS is the same property conveyed to the mortgagors by deed of Herman Bowers, to be recorded herewith.

THIS mortgage is junior in rank to the lien of that mortgage given by Herman Bowers to C. Douglas Wilson & Co. in the original amount of \$14,200, dated October 10, 1959, recorded in the R.M.C. Office for Greenville County, S.C. in Mortgage Book 805, Page 363.

*Paid in full 7-11-62*

*Frank P. Hammond*

*RECORDED IN MORTGAGE BOOK 805 PAGE 363*