

BOOK 857 Page 340

The State of South Carolina,

COUNTY OF GREENVILLE

MAY 12 4 53 PM 1965

JAMES BOYCE GOWAN

SEND GREETING:

Whereas, I, the said James Boyce Gowan hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to L.M. CLINE, JR. and MARGARET ELLEN CLINE

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

Ten Thousand One Hundred Fifty and no/100 --- DOLLARS (\$ 10,150.00), 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 15th day of June, 1961, and on the 15th day of each month of each year thereafter the sum of \$ 80.00 to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of April 19 66, and the balance of said principal and interest to be due and payable on the 15th day of May 19 66; the aforesaid monthly payments of \$ 80.00 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 10,150.00 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 installment, 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 I, 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 L.M. CLINE, JR. and MARGARET ELLEN CLINE, their heirs and assigns, forever:

ALL that lot of land situate on the North side of Crescent Avenue, in the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 2 on plat of property of Alester G. Furman, Jr. made by Pickell & Pickell, Engineers, September 20, 1948, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book U, Page 183, and is also shown as a part of Lots F and H and all of Lot G on plat recorded in Plat Book I, Page 48, and is further shown as a part of Lots 23 and 25 and all of Lot 24 on plat recorded in Plat Book E, Page 137, and having, according to said plat by Pickell & Pickell referred to above, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Crescent Avenue, which iron pin is 130 feet West of the Northwest corner of the intersection of Crescent Avenue and Capers Street, and runs thence with Crescent Avenue, S. 84-40 W., 129 feet to an iron pin; thence N: 5-16 W., 331 feet to an iron pin; thence N. 89-07 E., 127.1 feet to an iron pin in line of Lot No. 1, on Pickell plat; thence with line of said lot, S. 5-41 E., 321.2 feet to the beginning.

TOGETHER with the mortgagor's right and interest in and to the sewer lines and the easements for maintaining said lines, all of which are more particularly described in the deed given by the mortgagees herein to the mortgagor herein to be recorded herewith.

Paid and satisfied in full this 9th day of April 1965.

Wm. W. B. Lillard

Witness: H. S. Collinson, Jr.

RECORDED IN THE OFFICE OF THE REGISTER
16 APR 19 65
ALLIE FARMERWORTH
315 AT LAW, P. 28812