

State of South Carolina,

JUN 12 4 15 PM 1961

COUNTY OF GREENVILLE

J. C. FRAZIER SENDS GREETING: WHEREAS, I the said J. C. Frazier

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to B. Frank Thackston in the full and just sum of Twenty-three Thousand and No/100ths

(\$ 23,000.00) DOLLARS, 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 10th day of August, 1961, and on the 10th day of each succeeding month of each year thereafter the sum of \$ 212.64 to be applied on the interest and principal of said note, said payments to continue up to and including the 10th day of July 1971, and the balance of said principal and interest to be due and payable on the 10th day of August 1971 the aforesaid monthly payments of \$ 212.64 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 23,000.00 or

so much thereof as shall, from time to time, remain unpaid and the balance of each payment shall be applied on account of principal, interest only on the principal of this note from date to August 10, 1961, due and payable August 10, 1961, in addition to 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 therein 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 (10%) per cent, of the indebtedness as attorneys' 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 J. C. Frazier, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said B. Frank Thackston according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said J. C. Frazier, in hand and truly paid by the said B. Frank Thackston 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 B. FRANK THACKSTON:

All that certain piece, parcel or lot of land situate, lying and being at the Northwestern corner of the intersection of East Broad Street and Oakland Avenue (Alley) in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots Nos. 1, 2 and 3 as shown on a plat of the Estate of Bettie (Elizabeth) Gibbons, prepared by R.E. Dalton, Engineer, dated September, 1921, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 00 at page 555, and having according to said plat the following metes and bounds:

(continued-reverse side)

the payment hereinabove provided.