

FILED
GREENVILLE, S.C.

NOV 8 10 20 AM 1961

OLLIE FAYNE WORTH
R.M.C.

State of South Carolina,

COUNTY OF GREENVILLE

KENNETH E. STARK and KATHLEEN M. STARK

WHEREAS, we the said Kenneth E. Stark and Kathleen M. Stark SEND GREETING:

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to ESTON L. RODGERS hereinafter called the mortgagee(s)

in the full and just sum of Seven Hundred Fifty and No/100 hereinafter called the mortgagee(s) (\$ 750.00) DOLLARS, to be paid at his office 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 1st day of December, 1961, and on the 1st day of each month thereafter the sum of \$ 25.00 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 1st day of each month; the aforesaid monthly payments of \$ 25.00 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$ 750.00 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 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 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 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 ESTON L. RODGERS, his heirs and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Eastern side of Watson Road, near the City of Greenville, in Butler Township, Greenville County, S/C. shown as Lot No. 87, Block A, of Section 2, Orchard Acres, on plat recorded in the RMC Office for Greenville County, S. C. in Plat Book "BB", at page 103, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Watson Road, joint corner of Lots 87 and 88, and running thence along line of said lots, N. 80-41 E. 140 feet to an iron pin; thence S. 72-45 E. 67 feet to an iron pin at the Northeast rear corner of Lot 87; thence S. 9-19 E. 70 feet to an iron pin at the rear corner of Lots 86 and 87; thence along the joint line of those lots, S. 80-41 W. 200 feet to an iron pin on Watson Road; thence along Watson Road, N. 9-19 W. 100 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Donald C. Roth of even date, and this mortgage is junior in rank to the lien of

*Paid, satisfied and cancelled
this 25th day of June, 1962*

SATISFIED AND CANCELLED ON RECORD
JUN 25 1962
RECORDED
GREENVILLE, S.C.