

# MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

County of GREENVILLE

JUN 25 9 29 AM 1962

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS we, Helen E. Marchbanks and Ernest William Marchbanks hereinafter referred to as the Mortgagor S, are well and truly indebted to

BEAUTYGUARD MANUFACTURERS OF UPPER SOUTH CAROLINA, INC. hereinafter referred to as the Mortgagee in the full and just sum of Two thousand

two hundred twenty-six and no/100-----Dollars, in and by a certain promissory note in writing of even date herewith, of which the following, in words and figures, is a copy:

## COPY OF NOTE

\$ 2226.00--

No. June 18 1962 (DATE)

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay in lawful money of the United States to the order of BEAUTYGUARD MANUFACTURERS OF UPPER SOUTH CAROLINA, INC. the sum of Two thousand two hundred twenty-six and no/100-----DOLLARS

at the designated office of the holder, in 00 consecutive monthly installments of \$ 37.10-- each, (except that the final installment shall be the difference between the amount of this note and the sum of the preceding installments), the first to become due and payable on the 5th 10th 15th 20th 25th day of July 1962 (Check which)

balance of installments to be paid on the same date of each month thereafter, with interest on principal after maturity of entire balance as herein provided at the highest lawful contract rate if any installment is not paid when due, the entire balance of this note shall become due and payable at the option of the holder. In the event of default for a period of more than 10 days in payment of any installment, the undersigned shall be liable to holder for a late charge for each dollar of each defaulted installment to an extent not prohibited by the law of jurisdiction where this note is made. The makers, endorsers and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, notice of non-payment and declaration of acceleration of payment, and agree to pay 25% of the principal of this note, or, at the option of the holder, a reasonable sum as attorney's fees if placed in the hands of an attorney for collection after maturity, if permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, prothonotary or clerk of any court of record to appear in such court, in their time or vacation, at any time after maturity of this note, and waive a jury trial and confess judgment without trial or in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and attorney's fees, and waive and release all errors which may intervene on any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and affirming all that may be done by virtue hereof. Insofar as permitted by law, each maker, endorser and guarantor of this note expressly waives all right to claim exemption allowed by the Constitution and laws of this or any other state.

Ernest W. Marchbanks (in full and in ink) (Seal)  
Helen E. Marchbanks (Seal)

Select by check mark / due date which will fit customer's income period and allow several days mailing time

NOW, KNOW ALL MEN, That we the said Helen E. Marchbanks and Ernest William Marchbanks in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to US in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said mortgagee its heirs, administrators, executors, successors and assigns all that tract or lot of land in Greenville County, State of South Carolina, described as follows, to-wit:

DESCRIPTION OF PREMISES. All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Union Bleachery Village in the County of Greenville, South Carolina, and being more particularly described as Lot 78, as shown on a plat entitled "Sub-division For Union Bleachery, Division of Cone Mills Corporation, Greenville, S. C.", made by Piedmont Engineering Service, March, 1959, and recorded in the R. M. C. Office for Greenville County in Plat Book 00 at pages 80 and 81. According to said plat, the within-described lot is also known as No. 103, Arrington Street and fronts thereon 72.1 feet.

The above described land is the same conveyed to us by Cone Mills Corporation on the fifteenth day of July 1959 deed recorded in the office of Register Mesne Conveyance for Greenville County, in Book - 624 Page - 471

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining, together with all the rents, issues and profits thereof. TO HAVE AND TO HOLD, all and singular the said premises unto the said Mortgagee its heirs, executors, administrators, successors and assigns.