

FILED

JAN 10 3 28 PM 1963

OLLIE F. BARNWORTH
R. M. C.

The State of South Carolina,
COUNTY OF GREENVILLE

I, ARTHUR BLACK,

SEND GREETING:

Whereas, I, the said ARTHUR BLACK

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 CHARLES G. WHITMIRE and JANE W. WHITMIRE

hereinafter called the mortgage(s), in the full and just sum of ONE THOUSAND, EIGHT HUNDRED AND

NO/100 ----- DOLLARS (\$1,800.00), 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 10th day of February, 1963, and on the 10th day of each month of each year thereafter the sum of \$43.11, to be applied on the interest and principal of said note, said payments to continue up to and including the 10th day of December 1966, and the balance of said principal and interest to be due and payable on the 10th day of January 1967; the aforesaid monthly payments of \$43.11 each are to be applied first to interest at the rate of Seven (7%) per centum per annum on the principal sum of \$1,800.00 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 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 CHARLES G. WHITMIRE and JANE W. WHITMIRE, their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the South side of Spartanburg Street in the City of Greenville, in Greenville County, South Carolina and having according to a plat of Dalton & Neves, Engineers, dated May, 1929, the following metes and bounds to wit:

BEGINNING at an iron pin on the South side of Spartanburg Street, said pin being 110 feet East from the property known as Love property, also corner of property now or formerly of Julia Benson and runs thence along the Benson line S 32-21 E., 205 feet to an iron pin; thence N 51-45 E., 40 feet to an iron pin; thence N 32-21 W., 205 feet to an iron pin on the South side of Spartanburg Street; thence along the South side of Spartanburg Street S 51-45 W., 40 feet to the beginning corner.

This property, and other property adjoining the above, was conveyed to the mortgagor and Julia Benson by deed of Earl Dillard dated January 14, 1949, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 370, at Page 377. Subsequently, the said Julia Benson conveyed her interest in the above described lot to the mortgagor herein by deed dated April 23, 1952, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 455, at page 273.

Done and signed in presence of
Arthur Black 1963