

FILED  
GREENVILLE CO. S. C.

BOOK 941 PAGE 199

# State of South Carolina

NOV 20 11 24 AM 1963

OLLIE F. WORTH  
H. M. C.

COUNTY OF GREENVILLE

J. P. Goodman

SEND GREETING:

WHEREAS, I the said J. P. Goodman

in and by JULY certain promissory note in writing, of even date with these presents am well and truly indebted to Byrdie K. Smith and Furman C. Smith in the full and just sum of Five Thousand, Two Hundred and No/100ths (\$5,200.00) DOLLARS, to be paid at 8 Warner Street 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 1 day of December, 1963, and on the 1 day of each month of each year thereafter the sum of \$ 50.76 to be applied on the interest and principal of said note, said payments to continue up to and including the 1 day of October, 1975, and the balance of said principal and interest to be due and payable on the 1 day of November, 1975; the aforesaid monthly payments of \$ 50.76 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 5,200.00 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 (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. P. Goodman

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Byrdie K. Smith and Furman C. Smith according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to J. P. Goodman the said mortgagor

in hand and truly paid by the said mortgagee

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 Byrdie K. Smith and Furman C. Smith

All that certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, known and designated as Lot No. 5 on plat of the property of O. K. Mauldin and John McH. Mauldin as recorded in the R.M.C. Office for Greenville County in Plat Book F at page 237 and as shown on a more recent plat entitled "Property of Furman C. and Byrdie K. Smith" by C. O. Riddle, November 14, 1963, and recorded in Plat Book EEE at page 117 and having according to said more recent plat the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Douthit Street at the joint front corner of Lot No. 6 and the lot hereby conveyed and running thence N. 17-36 E. 186.64 feet to an iron pin on an 18 foot alley; thence with the Southern side of said alley N. 72-44 W. 45.8 feet to an iron pin, corner of Lot No. 4; thence with the line of Lot No. 4 S. 17-36 W. 186.64 feet to an iron pin on the Northern side of Douthit Street; thence with the Northern side of said street S. 72-44 E. 45.8 feet to the point of beginning.