

The State of South Carolina,

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JAN 13 3 58 PM 1964

OLLIE F. ASHWORTH
R. M. C.

LEROY'S INC.

SENDS GREETING:

Whereas, we, the said Leroy's Inc.

hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to The South Carolina National Bank of Charleston

hereinafter called the mortgagee(s), in the full and just sum of Twenty-Eight Thousand and No/100--

-----DOLLARS (\$ 28,000.00), to be paid at its office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five and one-half (5 1/2 %) per centum per annum, said principal and interest being payable in monthly installments as follows: interest only to be paid February 7th, 1964 and March 7th, 1964 and Beginning on the 7th day of April, 1964, and on the 7th day of each month of each year thereafter the sum of \$ 303.88, to be applied on the interest and principal of said note, said payments to continue up to and including the 7th day of December, 1973, and the balance of said principal and interest to be due and payable on the 7th day of January, 1974, the aforesaid monthly payments of \$ 303.88 each are to be applied first to interest at the rate of five and one-half (5 1/2 %) per centum per annum on the principal sum of \$ 28,000.00 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 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 US, 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 THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, ITS SUCCESSORS AND ASSIGNS, FOREVER:

ALL that piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in Butler Township, Greenville County, State of South Carolina, at the Southeast corner of Laurens Road and Landwood Avenue (formerly Fairview Avenue), near the City of Greenville, S. C., being shown as Lots 2, 3, 4 and 5 of Block J, on plat of Fair Heights made by R. E. Dalton, Engineer, October, 1924, and recorded in the RMC Office for Greenville County, S. C., in Plat Book F, Page 257, and described as follows:

BEGINNING at a stake at the southeastern corner of Landwood Avenue and Laurens Road and running thence with the Eastern side of Landwood Avenue, S. 31-47 W., 208 feet to an stake at corner of Lot 6; thence with line of said lot, S. 58-40 E., 129.4 feet to stake at corner of Lot 32; thence with line of said lot, N. 31-20 E., 50 feet to a stake at corner of Lot 32; thence continuing with the line of said lot, S. 58-40 E., 51 feet to stake at corner of Lot 1; thence with line of said lot N. 31-47 E., 142.2 feet to a stake on Laurens Road; thence with the southern side of Laurens Road the following courses: N. 50-50 W., 60.5 feet to stake; thence N. 54-33 W., 60.1 feet to a stake; thence N. 55-46 W., 60.1 feet to the beginning.

This is the same property conveyed to the mortgagor herein by deed of Juanita T. Renwick, dated April 10, 1962, recorded in the RMC Office for Greenville County, S. C. in Deed Book 696, Page 92.

(see reverse side hereof)