

# State of South Carolina,

FILED  
GREENVILLE CO. S. C.

BOOK 960 PAGE 259

MAY 23 3 45 PM 1964

COUNTY OF GREENVILLE

CLERK OF COURTS

Paul P. Hearn

SEND GREETING:

WHEREAS, I the said Paul P. Hearn

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Flora K. Hayes and Byrdie K. Smith in the full and just sum of Thirty Thousand and No/100ths (\$30,000.00) 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 five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of June, 1964, and on the 1st day of each month of each year thereafter the sum of \$237.24, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of April, 1979 and the balance of said principal and interest to be due and payable on the 1st day of May, 1979 the aforesaid monthly payments of \$237.24 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$30,000.00 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 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 Paul P. Hearn

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Flora K. Hayes and Byrdie K. Smith according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to Paul P. Hearn the said mortgagor

in hand and truly paid by the said mortgagees 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 Flora K. Hayes and Byrdie K. Smith their heirs and assigns forever:

All that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in Greenville Township, Greenville County, State of South Carolina, in Ward Five of the City of Greenville, known and designated as Lot No. 6 of property of E.M. and E. D. Hewell, according to plat recorded in Plat Book "G" at page 84, R.M.C. Office for Greenville County, and having the following metes and bounds:

BEGINNING at a pipe on the Eastern side of Mallard Street, joint corner of Lots Nos. 5 and 6, and running thence N. 21-44 E. 66.6 feet along Mallard Street to an iron pin; thence along line of Flora K. Hayes (formerly Snyder property), S. 75-37 E. 116.3 feet to an iron pin; thence S. 12-27 W. 65.8 feet to an iron pin, rear joint corner of Lots Nos. 5 and 6; thence along the line of Lot No. 5, N. 75-37 W. 126.8 feet to the beginning corner.

This is the identical property conveyed to the mortgagor herein by deed of the mortgagees herein this day and recorded herewith.

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 26 PAGE 370

SATISFIED AND CANCELLED SEE RECORD  
9 DAY OF Oct 1974  
Dannie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 1:15 O'CLOCK P. M. REC 9235