

FILED
GREENVILLE CO. S. C.

BOOK 980 PAGE 379

The State of South Carolina,
COUNTY OF GREENVILLE

DEC 8 4 17 PM 1964

OLLIE FARMWORTH
R.M.C.

To All Whom These Presents May Concern:

SIDNEY MARVIN CLAYTON AND VIOLET J. CLAYTON

SEND GREETING:

Whereas, we, the said Sidney Marvin Clayton and Violet J. Clayton

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, its successors and assigns, forever:

hereinafter called the mortgagee(s), in the full and just sum of TWENTY THOUSAND AND NO/100-----

-----DOLLARS (\$ 20,000.00), ~~XXXXXX~~ with interest on the unpaid principal computed from the date of each advance to the Undersigned at the rate of 6½ per cent per annum (on 25% of the loan and 5½ per cent per annum on 75% of the loan) payment to be made in installments as follows:

Three Hundred Eighty-five Dollars (\$385.00), payable monthly, beginning one month from the date hereof and Three Hundred Eighty-five Dollars (\$385.00) on the same day of each month thereafter until the principal with interest to accrue thereon is fully paid; provided, however, unless sooner paid, the entire indebtedness shall be due and payable five years from the date hereof. Each said monthly installment, or any portion thereof, to be applied first to the payment of interest accrued to the date of receipt of said installment and the balance, if any, as a credit to principal.

interest at the same rate as principal.

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 in Bates Township, in Greenville County, State of South Carolina, containing one acre, more or less, and being known and designated as Lot No. 10 on Plat of a Subdivision known as Coleman Heights, said plat being recorded in the RMC Office for Greenville County, South Carolina in Plat Book KK at Page 29, and being bounded on the South by a County Road and on the Northwest by property now or formerly of J. W. Hollingsworth and on the Northeast by property now or formerly of Sarah G. Jamison, and having the following description:

BEGINNING at an iron pipe on line of property of Stanley I. Coleman 334 feet N. 42-10 E. from iron axle, the south corner, and running thence N. 42-10 E. 208.7 feet to a point in road; thence N. 47-50 W. over iron pipe on bank 208.7 feet to iron pipe; thence S. 42-10 W. 34.8 feet to iron pipe; thence S. 51-30 E. 208.7 feet over iron pipe to point in center line of road; thence S. 43-30 E. 69.5 feet to point in road; thence S. 61-30 E. 160 feet to beginning corner.

It is the intention of the mortgagor herein to cover the same property conveyed to Sidney M. Clayton by deed dated March 8, 1955, by Stanley I. Coleman, recorded in the RMC Office for Greenville County in Deed Book 520 at Page 203; and also the same property conveyed to Violet J. Clayton by deed of Sidney M. Clayton, recorded in the said RMC Office in Deed Book 540 at Page 296.

Paid and Satisfied in Full

S.C. NATIONAL BANK OF GREENVILLE, S. C.

By

W. M. Burdette
CASHIER

Witness

Walter P. Stewart
Walter P. Lee

SATISFIED AND CANCELLED OF RECORD

23 DAY OF Sept 1964
Ollie Farmworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:30 O'CLOCK P. M. NO. 7015

Handwritten notes on the right margin, including "The Coleman Heights..."