

FILED GREENVILLE CO. S. C. BOOK 1086 PAGE 551
AUG 16 4 40 PM 1967

The State of South Carolina,
COUNTY OF Greenville

OLLIE FARNSWORTH
R. M. C.

I, LAWRENCE W. YEARGIN, JR.

SEND GREETING:

Whereas, I, the said LAWRENCE W. YEARGIN, JR.

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, as well and truly indebted to AUBREY C. SHIVES

hereinafter called the mortgagee(s), in the full and just sum of Eight Hundred and no/100-----

-----DOLLARS (\$ 800.00), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six & 3/4 (6 3/4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st. day of May, 1967, and on the 1st. day of each month of each year thereafter the sum of \$ 40.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest is paid in full; ~~up to and including the day of -----, and the balance of said principal and interest to be due and payable on the ----- day of -----, 19-----, the aforesaid monthly payments of \$ 40.00 each are to be applied first to interest at the rate of six & 3/4 (6 3/4%) per centum per annum on the principal sum of \$ 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 AUBREY C. SHIVES, His Heirs and Assigns, Forever:

ALL that parcel, piece, or lot of land with the buildings and improvements thereon, situate, lying and being on the South side of North Park Drive (formerly known as Griffin Avenue), in the City of Greenville, County of Greenville, South Carolina, being shown as Lot 61 on plat of North Park, made by Dalton & Neves, Engineers, May 1940, recorded in the RMC Office for Greenville County, S. C., in Plat Book K, at pages 48 and 49, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of North Park Drive at joint front corner of Lots 61 and 62 and running thence with the line of Lot 62 S 19-46 W 169.2 feet to an iron pin; thence N 68-34 W 61.6 feet to an iron pin; thence N 20-18 E 169.2 feet to an iron pin on the South side of North Park Drive; thence with the South side of North Park Drive S 68-34 E 60 feet to the beginning corner.

This is the same property conveyed to me by deed of Andrew R. Hamm and Willodean B. Hamm, and this mortgage is junior in rank to the lien of that mortgage given by Andrew R. Hamm and Willodean B. Hamm to The Western and Southern Life Insurance Company on November 14, 1960, recorded in the RMC Office in Mortgage Book 842, Page 73, in the original amount of \$9,900.00.

Satisfied and paid in full this 10th day of August 1967.
Aubrey C. Shives
James W. Rainey
RECORDED AND CANCELLED OF RECORD
10 DAY OF August 1967
R. M. C. FOR GREENVILLE COUNTY, S. C.
AUG 16 1967