

FILED
GREENVILLE CO. S.C.
NOV 21 4 57 PM '69
OLLIE FARNSWORTH
R.M.C.

BOOK 1142 PAGE 495

The State of South Carolina,
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, WE, the said GUSSIE ORR LEDFORD and TEXAS AVENUE NURSING HOME, INC. hereinafter called the mortgagor(s) in and by their certain promissory note in writing, of even date with these presents, well and truly indebted to M. L. GARRETT CONSTRUCTION CO., INC.

M.L.G.

hereinafter called the mortgagee(s), in the full and just sum of Eight Thousand Fifty Seven and No/100 -----DOLLARS (\$8,057.00) to be paid in nine (9) monthly payments as follows:

Eight (8) payments in the amount of \$1,000.00 with the first payment being due on or before January 2, 1970 and each payment thereafter being due on or before the second day of each successive month thereafter with a final payment in the amount of \$530.00, being due and payable on or before September 2, 1970. (The last payment includes the interest)

with interest thereon from January 2, 1970

at the rate of 8% interest at the same rate as principal. September 2, 1970 percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 M. L. GARRETT, CONSTRUCTION CO., INC., its successors and assigns, forever:

PARCEL 1

All that certain piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina located on the eastern side of Texas Avenue and being shown and designated as Lots Nos. 10 and 12 of Block "C" of a plat of Julia D. Charles property with said plat being recorded in the RMC Office for Greenville County in Plat Book "E" at Page 290 with said lots having an average frontage of 80 feet on Texas Avenue and a depth running in parallel lines as shown on said plat. This property is further shown and designated on the tax maps of Greenville County on Tax Sheet 229 Block 5, Lots 24 and 25. This being the same property heretofore conveyed to Texas Avenue Nursing Home by deed recorded in Deed Book 863 at Page 413. The lien of this mortgage is second in rank to that mortgage given by Texas Avenue Nursing Home, Inc. to the SBA and being recorded in Mortgage Book 1119 at Page 97. The Texas Avenue Nursing Home, Inc. has given its mortgage on this property to Gussie Orr Ledford also, its expressly understood and agreed that the mortgage herein being given is superior to that mortgage.