

JAN 24 22 PM '70

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The State of South Carolina, OLLIE FARNSWORTH
R. H. C. }

COUNTY OF GREENVILLE

SEND GREETING:

Whereas, I, the said Judith L. Adcock

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to James C. Thomson and Waddy R. Thomson, Jr., as Executors and Trustees under the will of Waddy R. Thomson, Sr.

hereinafter called the mortgagee(s), in the full and just sum of Forty Five Thousand and No/100

-----DOLLARS (\$45,000.00), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of eight (8 %) per centum per annum, said principal and interest being payable in monthly

instalments as follows:

Beginning on the 2nd day of February, 1970, and on the 2nd day of each month of each year thereafter the sum of \$ 393.75, to be applied on the interest and principal of said note, said payments to continue up to and including the 2nd day of December 1987, and the balance of said principal and interest to be due and payable on the 2nd day of January 1988; the aforesaid monthly payments of \$ 393.75 each are to be applied first to interest at the rate of eight (8 %) per centum per annum on the principal sum of \$ 45,000.00 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 instalments 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 instalments, 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 James C. Thomson and Waddy R. Thomson, Jr., as Executors and Trustees under the will of Waddy R. Thomson, Sr., their heirs and assigns, forever:

ALL that certain piece, parcel and lot of land, with all improvements thereon, lying and being in the County of Greenville, City of Greenville, State of South Carolina, on the Northwestern corner of the intersection of McIver Street and Belmont Street (now known as Belmont Avenue) as shown on a plat made by Dalton & Neves, Engineers and being more particularly described as follows:

BEGINNING at an iron pin on the Northwest corner of McIver and Belmont Streets, thence running with Belmont Street (now known as Belmont Avenue), N. 4 E. 178.8 feet to an iron pin; thence running N. 85 W. 180 feet to an iron pin; thence running S. 4 W. 180.9 feet to an iron pin on McIver Street; thence running with said McIver Street, S. 85-40 E. 179.8 feet to the point and place of beginning.

Mortgagor hereby agrees that she shall obtain written consent from the Mortgagees authorizing any alterations, additions or improvements made to the mortgaged premises within six (6) months from the date hereof.