

FILED
GREENVILLE CO. S. C.

MAY 1 9 51 AM '70
OLLIE FARNSWORTH
R. M. C.

The State of South Carolina,
COUNTY OF GREENVILLE

Broadus Ave. Realty Co.

SEND GREETING:

Whereas, it, the said Broadus Ave. Realty Co.

hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to The South Carolina National Bank of Charleston (Greenville, South Carolina Branch)

hereinafter called the mortgagee(s), in the full and just sum of Twenty-five Thousand and No/100----

-----DOLLARS (\$25,000.00-), 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 installments as follows:

Beginning on the 1st day of June, 1970, and on the 1st day of each month of each year thereafter the sum of \$ 303.33-----, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of April 1975, and the balance of said principal and interest to be due and payable on the 1st day of May 1975; the aforesaid monthly payments of \$ 303.33----- which are to be applied first to interest at the rate of Eight (8%) per centum per annum on the principal sum of \$ 25,000.00----- 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 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 it, 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 it, 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 (Greenville, South Carolina Branch), its successors and assigns:

ALL that lot of land with the buildings and improvements thereon situate on the East side of Broadus Avenue in the City of Greenville, in Greenville County, South Carolina, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of Broadus Avenue at corner of lot formerly of J. A. McCollough (now Geer property), and runs thence along Geer line N. 76- $\frac{1}{2}$ E. 191 feet to iron pin; thence N. 15- $\frac{1}{2}$ W. 118 feet 2 inches to iron pin; thence S. 76-00 W. 191 feet to iron pin on the East side of Broadus Avenue; thence along the East side of Broadus Avenue S. 15- $\frac{1}{2}$ E. 116 feet 6 inches to beginning corner.

This is the same property conveyed to the mortgagor by Ethel M. Morgan, by deed dated November 12, 1951, and recorded in the R.M.C. Office for Greenville County in Deed Book 445 at Page 461.

This mortgage and the note secured thereby are executed by the undersigned officers of Broadus Ave. Realty Co. pursuant to the authority contained in resolutions adopted by the Directors and Stockholders of said company at a meeting duly called and held for that purpose on April 30, 1970.