

GREENVILLE CO. S. C.

BOOK 1155 PAGE 34

The State of South Carolina,

MAY 12 4 45 PM '70

COUNTY OF Greenville

OLLIE FARNSWORTH
R. M. 9.

To All Whom These Presents May Concern: We, CARL E. HICKS and FANNIE MAE O. HICKS, SEND GREETING:

Whereas, we, the said Carl E. Hicks and Fannie Mae O. Hicks,

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, GREENVILLE, S. C. BRANCH

hereinafter called the mortgagee(s), in the full and just sum of ONE THOUSAND, TWO HUNDRED NINETY-TWO

and 40/100----- DOLLARS (\$ 1,292.40), to be paid as follows: the sum of \$43.08 to be paid on the twentieth day of June, 1970, and the sum of \$43.08 to be paid on the twentieth day of each month of each year thereafter, up to and including the twentieth day of October, 1972, and the balance thereon remaining to be paid on the twentieth day of November, 1972.

with interest thereon from maturity

at the rate of --Seven (7%)-----percentum per annum, to be computed and paid monthly until paid in full; all interest not paid when due to bear 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, Greenville, S. C. Branch, its Successors and Assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being in city and county of Greenville, South Carolina, designated as Lot 43 on plat of South Cherokee Park, said plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book A, Page 130, located at 118 Conestee Avenue and having courses and distances shown on said plat.

This is the same property conveyed to the mortgagors by deed of Lena M. Van Vechten dated September 4, 1969, recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 875, Page 228.