

FILED  
GREENVILLE CO. S. C.

JUN 19 3 31 PM '70

The State of South Carolina,  
COUNTY OF GREENVILLE R. M. C.

Doris H. Elliott, Jane E. Walker, Olin S. Elliott, Jr. SEND GREETING:  
and Marianna E. Oppenheimer

Whereas, We, the said Doris H. Elliott, Jane E. Walker, Olin S. Elliott, Jr. and Marianna E. Oppenheimer 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 Southern Bank & Trust Company

hereinafter called the mortgagee(s), in the full and just sum of Thirty-One Thousand, Nine Hundred and

No/100 ----- DOLLARS (\$ 31,900.00), to be paid at its bank 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 4th day of July, 19 70, and on the 4th day of each month of each year thereafter the sum of \$ 387.05-----, to be applied on the interest and principal of said note, said payments to continue up to and including the 4th day of May 19 80, and the balance of said principal and interest to be due and payable on the 4th day of June 19 80; the aforesaid monthly payments of \$ 387.05----- each are to be applied first to interest at the rate of Eight ( --8%) per centum per annum on the principal sum of \$31,900.00 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 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 Southern Bank & Trust Company, its successors and assigns, forever:

ALL that parcel or tract of land with the improvements thereon situate on the west side of the Greenville Piedmont Highway (also known as U.S. Highway No. 29) near the City of Greenville, in Greenville County, South Carolina, being shown as a portion of Lot 26, all of Lot 27 and a portion of Lot 28 on plat of property of E. A. Smythe and others, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book D at Page 171 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of the Greenville Piedmont Highway at the joint front corner of Lots 28 and 29 and runs thence along the line of Lot 29 N. 66-31 W. 230 feet to an iron pin at corner of lot belonging to the mortgagors herein; thence along the line of lot belonging to the mortgagors herein S. 18-56 W. 218 feet to an iron pin in the joint line of Lots 27 and 28; thence along the joint line of said lots N. 77-53 W. 217 feet to an iron pin on the east edge of the right of way of C & G Railroad (Division of Southern Railway); thence along said right of way S. 30-23 W. 240 feet to an iron pin; thence still along said right of way S. 23-14 W. 218 feet to an iron pin at the joint rear corner of Lots 25 and 26; thence along the joint line of said lots 25 and 26 S. 80-17 E. 333 feet to an iron pin; thence N. 13-27 W. 96.5 feet to an iron pin;