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BOOK 1177 PAGE 492

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

WE, CHARLES BEDELL DEMPSEY AND MARIE J. DEMPSEY SEND GREETING:

Whereas, We, the said Charles Bedell Dempsey and Marie J. Dempsey 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 H. G. Merritt and Mary B. Merritt

hereinafter called the mortgagee(s), in the full and just sum of ---Four Thousand, Two Hundred and

No/100-----DOLLARS (\$ 4,200.00 ), to be paid

at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of

Seven & One-Half (-7 1/2 %) per centum per annum, said principal and interest being payable in monthly

installments as follows: Beginning on the 10th day of February, 19 71, and on the 10th day of each month of each year thereafter the sum of \$ 84.16 to be applied on the interest and principal of said note, said payments to continue up to and including the 10th day of December 19 75, and the balance of said principal and interest to be due and payable on the 10th day of January 19 76; the aforesaid monthly payments of \$ 84.16 each are to be applied first to interest at the rate of Seven & One-Half (7 1/2 %) per centum per annum on the principal sum of \$ 4,200.00 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 H. G. Merritt and Mary B. Merritt, their heirs and assigns, forever:

ALL of those certain lots of land in the County of Greenville, State of South Carolina, being located in Piedmont Estates as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book M at Page 123 and Plat Book KK at Pages 45, and being shown as Lots Nos. 144 and 145 in Block 1 on Sheet P8 in Greenville County Block Book.

Said Lot 144 is described as follows according to said plat: BEGINNING at an iron pin on Omar Avenue at the rear corner of Lot No. 104, and running thence along the rear line of Lots Nos. 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, and 115, N. 66-0 W. 737.1 feet to iron pin rear corner of Lot No. 115; thence in a northeasterly direction 154.1 feet to an iron pin on Mark Clark Street as shown on plat; thence along said Mark Clark Street to iron pin at the intersection of Mark Clark Street and Omar Avenue as shown on said plat; thence along Omar Avenue to the beginning corner. This lot is mortgaged, subject to Electric Pole line and right-of-way therefor as shown on said plat, and this lot is also mortgaged subject to water main on said property as shown on said plat and any right-of-way for said water main.