

State of South Carolina

FILED GREENVILLE CO. S. C.

JUN 17 4 12 PM '71

COUNTY OF GREENVILLE

OLUIE FARNSWORTH R. M. C.

I, WALTER S. RAY, JR. SEND GREETING: WHEREAS, I the said Walter S. Ray, Jr.

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to Betty R. Cooley in the full and just sum of FIVE THOUSAND AND NO/100THS (\$5,000.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of July, 1971, and on the 1st day of each month of each year thereafter the sum of \$55.52, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of May, 1981, and the balance of said principal and interest to be due and payable on the 1st day of June, 1981; the aforesaid monthly payments of \$55.52 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$5,000.00 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 therein provided, the same shall bear simple interest from the date of such default until paid at the rate of six (6%) 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 (10%) per cent, of the indebtedness as attorneys' 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 Walter S. Ray, Jr., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Betty R. Cooley according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Walter S. Ray, Jr., in hand and truly paid by the said Betty R. Cooley 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 BETTY R. COOLEY:

All that certain piece, parcel or lot of land situate, lying and being on the Southern side of Sullivan Street, in the City of Greenville, County of Greenville, State of South Carolina, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the Southern side of Sullivan Street, said iron pin being 311 feet from the intersection of Augusta Street and Sullivan Street, and running thence in a Southerly direction 118.5 feet to an iron pin; thence in an Easterly direction 58.0 feet to an iron pin; thence in a Westerly direction 119.8 feet to an iron pin on the Southern side of Sullivan Street; thence with the Southern side of Sullivan Street in a Westerly direction 50.0 feet to the point of beginning.

The property hereinabove described is more particularly known and designated on the Greenville County Tax Maps as Sheet 95, Block 1, Lot 11.

This is the identical property conveyed to the mortgagor herein by deed of Grace E. Noe, dated June 9, 1971, and to be recorded here-with in the R.M.C. Office for Greenville County, South Carolina.