

State of South Carolina,

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C. PURCHASE MONEY MORTGAGE AUG 27 4 13 PM '71

OLLIE FARNSWORTH R. M. C.

J. THURSTON HENRY

SEND GREETING:

WHEREAS, I, the said J. Thurston Henry

in and by my certain promissory note in writing, of even date with these presents, as well and truly indebted to Minnie Gwinn Earle, deceased, and O. P. Earle, Jr. and S. B. Earle as Executors of the Will of O. P. Earle, deceased, (hereinafter referred to as the "Mortgagees") in the full and just sum of SEVEN THOUSAND FOUR HUNDRED FIFTY AND NO/100THS (\$7,450.00) DOLLARS, to be paid at Carolina Federal Savings & Loan Association 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 October, 1971, and on the 1st day of each succeeding month of each year thereafter the sum of \$90.40, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August, 1981, and the balance of said principal and interest to be due and payable on the 1st day of September, 1981; the aforesaid monthly payments of \$90.40 each are to be applied first to interest at the rate of eight (8%) per centum per annum on the principal sum of \$7,450.00 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 eight (8%) 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 J. Thurston Henry, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagees according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said J. Thurston Henry, in hand and truly paid by the said Mortgagees

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 MINNIE GWINN EARLE, INDIVIDUALLY, AND AS EXECUTRIX OF THE WILL OF O. P. EARLE, DECEASED, AND O. P. EARLE, JR. AND S. B. EARLE AS EXECUTORS OF THE WILL OF O. P. EARLE, DECEASED

All that piece, parcel or lot of land situate, lying and being on the Northeastern side of Pinckney Street in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 11 as shown on a plat of property of W. P. McBee, deceased, prepared by J. N. Southern, D. S., dated May 16, 1902, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book A at page 83, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northeastern side of Pinckney Street at the joint front corner of Lots Nos. 9 and 11 and running thence with the line of Lot No. 9 N. 39 1/2 E. 217 feet to an iron pin in the line of property now or formerly of Mrs. Williams; thence with the line of property now or formerly of Mrs. Williams N. 93 1/2 W. 67 1/2 feet to an iron pin in the joint rear corner of Lots Nos. 11 and 13; thence with the line of Lot No. 13 S. 39 1/2 W. 236 feet to an iron pin on the Northeastern side of Pinckney Street; thence with the Northeastern side of Pinckney Street S. 50 1/2 E. 65 feet to the point of beginning.

(Continued on reverse side)