

The State of South Carolina,

JAN 11 4 13 PM '72

COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R.M.C.

I, Mildred Ann Sullivan

SEND GREETING:

Whereas, I, the said Mildred Ann Sullivan

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Leroy's, Inc.

hereinafter called the mortgagee(s), in the full and just sum of Nine thousand five hundred and no/100----- DOLLARS (\$9,500.00), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 11 day of February, 1972, and on the 11th day of each month of each year thereafter the sum of \$ 134.28, to be applied on the interest and principal of said note, said payments to continue up to and including the 11th day of December 1978, and the balance of said principal and interest to be due and payable on the 11th day of January 1979; the aforesaid monthly payments of \$134.28 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 9,500.00 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 I, 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 me, 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 Leroy's, Inc., its successors and assigns, forever:

ALL that certain piece, parcel or lot of land situate on the west side of Charlbury Street in the City and County of Greenville, State of South Carolina, being shown as Lot 34 on plat of Section F, Gower Estates, made by R. K. Campbell and Webb Surveying and Mapping Co., November, 1965, recorded in the R.M.C. Office for Greenville County in Plat Book "JJJ", at page 99, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Charlbury Street at the joint front corner of Lots 33 and 34 and running thence along the line of Lot 33 S. 70-06 W. 180.4 feet to an iron pin; thence S. 3-33 W. 77.7 feet to an iron pin on the northeast side of Lacey Avenue; thence along Lacey Avenue S. 69-48 E. 180 feet to an iron pin; thence with the curve of Lacey Avenue and Charlbury Street (the chord being N. 55-08 E. 45.5 feet) to an iron pin; thence with the curve of Charlbury Street (the chord being N. 1-29 E. 80.9 feet) to an iron pin; thence still along Charlbury Street N. 19-56 W. 100 feet to the beginning corner.