

MORTGAGE Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.
REGULATORY COMPLIANCE WITH *File*

BOOK 1277 PAGE 697

FILED
GREENVILLE CO. S. C.

May 17 10 30 AM '73
State of South Carolina
R.M.C.

COUNTY OF GREENVILLE

I, SAMUEL D. GAILLARD SEND GREETING:
WHEREAS, I the said Samuel D. Gaillard

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to WILLIAM C. BREAZEALE
in the full and just sum of THIRTY THOUSAND and NO/100THS (30,000.00) DOLLARS, to be paid at 57 Faircrest Road Asheville, N. C., in (SIXTEEN) \$16,000.00, together with interest thereon from date hereof until maturity at the rate of seven (7%) per centum per annum, said principal and interest being payable in monthly installments as follows:
Beginning on the 16th day of June 1973, and on the 16th day of each month of each year thereafter the sum of \$348.33, to be applied on the interest and principal of said note, said payments to continue up to and including the 16th day of April 1983, and the balance of said principal and interest to be due and payable on the 16th day of May 1983; the aforesaid monthly payments of \$348.33 each are to be applied first to interest at the rate of seven (7%) per centum per annum on the principal sum of \$30,000.00 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 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 (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 Samuel D. Gaillard, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said William C. Breazeale according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said Samuel D. Gaillard, in hand and truly paid by the said William C. Breazeale 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 William C. Breazeale

All that piece, parcel or lot of land with the improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, and having according to a plat made by Piedmont Engineering Service, October 13, 1950, and recorded in the R.M.C. Office for Greenville County in Plat Book Z at page 55, and according to a more recent plat made by Piedmont Engineering Service, August 9, 1955, entitled "Property of William C. Breazeale" the following metes and bounds:

BEGINNING at a point on the South side of Pendleton Street, 82 feet West from South Calhoun Street, and running thence S. 18-24 W. 125 feet to an iron pin; thence N. 71-27 W. 30 feet to an iron pin; thence N. 18-24 E. 125 feet to an iron pin on the South side of Pendleton Street; thence along the South side of Pendleton Street S. 71-27 E. 30 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by the mortgagee herein by his deed dated May 16, 1973 and to be recorded in the R.M.C. Office for Greenville County.

(continued on reverse side)