

MORTGAGE OF REAL ESTATE--Prepared by **FILED McKay** Greenville Co. S. C. Attorneys at Law, Greenville, S. C.

BOOK 1287 PAGE 411

The State of South Carolina,
COUNTY OF GREENVILLE
DONNIE S. TANKERLEY
R.M.C.

Aug 9 3 11 PM '73

Eston L. Rodgers and Eston L. Rodgers, Jr. SEND GREETING:

Whereas, WE, the said Eston L. Rodgers and Eston L. Rodgers, Jr.

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 Thelma E. Smith

hereinafter called the mortgagee(s), in the full and just sum of Eight Thousand and No/100-----

----- DOLLARS (\$ 8,000.00), 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 9th day of September, 1973, and on the 9th day of each 'month' of each year thereafter the sum of \$ 160.31, to be applied on the interest and principal of said note, said payments to continue up to and including the 9th day of July, 1978, and the balance of said principal and interest to be due and payable on the 9th day of August, 1978; the aforesaid monthly payments of \$160.31 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 \$ 8,000.00 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.

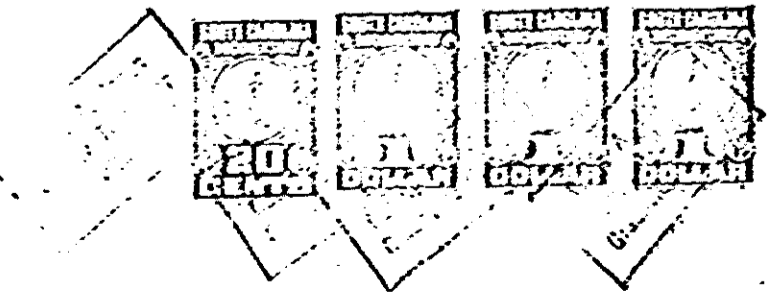
All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until 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 Thelma E. Smith, her heirs and assigns, forever:

ALL that certain piece, parcel or lot of land in the City of Greenville, State of South Carolina and having the following metes and bounds according to a plat of the Boyce property, recorded in Plat Book a at Page 179, RMC Office of said County and State, to-wit:

BEGINNING at an iron pin on the west side of Boyce Avenue, joint corner of Lots Nos. 6 and 8, thence S. 76-45 W. along joint line of said lots 155 feet in said joint line; thence S. 15-0 E. 64 feet 4 inches to an iron pin on line of lot now or formerly owned by Cogswell; thence in a westerly direction 155 feet to an iron pin on Boyce Avenue; thence along said Boyce Avenue N. 15-0 W. 51 feet 7 inches to an iron pin at the beginning corner, being a part of Lot No. 8 in Block 6 of said Boyce Addition.



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