

FILED
GREENVILLE CO. S. C.

The State of South Carolina, | 4 36 PM '75 }
COUNTY OF GREENVILLE }
DOWIE S. TANKERSLEY }
R.M.C. }

BOOK 1350 PAGE 138

To All Whom These Presents May Concern:

A. Courtney Shives, Jr., Fletcher G. Shives

SEND GREETING:

Whereas, we, the said A. Courtney Shives, Jr., and Fletcher G. Shives
hereinafter called the mortgagor(s) in and by their certain promissory note in writing, of August 1, 1975
well and truly indebted to Aubrey C. Shives

hereinafter called the mortgagee(s), in the full and just sum of Seventy Thousand and No/100-----
----- DOLLARS (\$ 70,000.00), to be paid

in Two Hundred Forty (240) consecutive and equal monthly installments of
Five Hundred One and 20/100 (501.20) Dollars each, with the first installment
due and payable on September 1, 1975, with like payments due and payable on
the first day of each successive month thereafter until paid in full.

, with interest thereon from August 1, 1975
at the rate of 6% monthly interest at the same rate as principal.
percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 Aubrey C. Shives

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the County of Greenville, City of Greenville, State of South Carolina, on the north side of Ridgeland Avenue and being known and designated as Lot 10, on plat entitled "Property of Sherwood Court Apartments, Inc." which plat was made by Pickell and Pickell, Engineers, March 10, 1949, and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the north side of Ridgeland Avenue at the joint corner of Lots 9 and 10 and runs thence along the line of Lot 9 N. 28-02 W. 134.6 feet to an iron pin; thence N. 89-31 E. 23.5 feet to an iron pin; thence along the line of Lot 11, S. 56-44 E. 162.2 feet to an iron pin on the north side of Ridgeland Avenue; thence along Ridgeland Avenue S. 50-53 W. 30.9 feet to an iron pin; thence continuing along Ridgeland Avenue S. 81-21 W. 72.7 feet to the beginning corner.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, City of Greenville, State of South Carolina, on the west side of Sherwood Street, being known and designated as Lot 11 on plat of property of Sherwood Court Apartments, Inc. made by Pickell and Pickell, Engineers, March 10, 1949, and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the west side of Sherwood Street, at the joint corner of Lots 10 and 11 and runs thence along the line of Lot 10, N. 56-44 W.

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