

State of South Carolina

BOOK 1384 PAGE 603

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
DEC 6 2 55 PM '76
DORRIS S. TANKERSLEY
R.M.C.

Harvey Earl Foxx and Bobbie Jean Foxx

SEND GREETING:

WHEREAS, We the said Harvey Earl Foxx and Bobbie Jean Foxx

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Daniel Financial Services, Inc.

in the full and just sum of Eight Hundred and No/100ths \$ 800.00 DOLLARS, to be paid at Box 485, King, N. 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 first day of December 1975, and on the first day of each month of each year thereafter the sum of \$ 5.88, to be applied on the interest and principal of said note, said payments to continue up to and including the first day of October 1976, and the balance of said principal and interest to be due and payable on the first day of November 1976; the aforesaid monthly payments of \$ 5.88 each are to be applied first to interest at the rate of eight (8) per centum per annum on the principal sum of \$ 800.00 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 we the said Harvey Earl Foxx and Bobbie Jean Foxx, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Daniel Financial Services, Inc. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US the said Harvey Earl Foxx and Bobbie Jean Foxx in hand and truly paid by the said Daniel Financial Services, Inc. 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 Daniel Financial Services, Inc.

ALL that certain piece, parcel or lot of land situate, lying and being on the Western side of Fourth Day Street, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 30 as shown on a plat of Canterbury Subdivision, Section II, prepared by Heaner Engineering Co., Inc., dated July 17, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-R at Page 32.

This is the identical property conveyed to the mortgagor herein by deed of Daniel Financial Services, Inc., recorded December 6, 1976 in deed book 1047 page 341.

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DOCUMENTARY
STAMP
TAX
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