

MORTGAGE Form Prepared by Hays, Smith, Bryant, Minner & ...  
 Mortgagees' address: Estate of Hugh B. Croxton  
 c/o Wade Bryant, Esquire  
 C. & S. National Bank  
 P. O. Box 1449  
 Greenville, S.C. 29602  
 H. Caldwell Harper  
 c/o Harper Brothers  
 S. Main Street  
 Greenville, S. C. 29602

**State of South Carolina**

COUNTY OF GREENVILLE

APR 11 9 56 AM '78  
 CLERK OF SUPERIOR COURT  
 GREENVILLE, S.C.

JAMES T. EARLEY AND SHELLEY S. EARLEY

SEND GREETING:

WHEREAS, we the said James T. Earley and Shelley S. Earley

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Helen J. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under the Will of Hugh B. Croxton, deceased, and H. Caldwell Harper in the full and just sum of Eighteen Thousand and No/100 \$18,000.00 DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Nine 9 per centum per annum, said principal and interest being payable in Monthly installments as follows:  
 Beginning on the 15th day of April 1978, and on the 15th day of each month thereafter the sum of \$ 373.66 to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of February 1983 and the balance of said principal and interest to be due and payable on the 15th day of March 1983; the aforesaid monthly payments of \$ 373.66 each are to be applied first to interest at the rate of nine 9 per centum per annum on the principal sum of \$18,000.00 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 we the said James T. Earley and Shelley S. Earley

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Helen J. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under the Will of Hugh B. Croxton, deceased, and H. Caldwell Harper according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to James T. Earley and Shelley S. Earley, the said Mortgagors Helen J. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under the Will of Hugh B. Croxton, deceased, and H. Caldwell Harper 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 Helen J. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under the Will of Hugh B. Croxton, deceased, and H. Caldwell Harper

All that piece, parcel or lot of land situate, lying and being on the Northwestern side of Ponders Road, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 7 as shown on a plat of Sheet No. 5 of Huntington Subdivision, prepared by Piedmont Engineers & Architects, dated May 4, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book WW at page 23 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin at the joint front corner of Lots Nos. 6-A and 7 and running thence with the line of Lot No. 6-A, N. 67-54 W. 471.1 feet to an iron pin at the line of property now or formerly of Croxton; thence with the line of said Croxton property, S. 30-02 W. 220 feet to an iron pin at the joint rear corner of Lots Nos. 7 and 8; thence with the line of Lot No. 8, S. 63-36 E. 472.9 feet to an iron pin on the Northwestern side of Ponders Road; thence with the Northwestern side of Ponders Road the following courses and distances: N. 27-30 E. 95.1 feet to an iron pin, thence N. 29-45 E. 129.8 feet to an iron pin, thence N. 28-49 W. 30 feet to an iron pin at the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of the Mortgagees herein, dated April 11, 1978, and

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SOUTH CAROLINA TAX COM  
 STATEMENTARY TAX STAMP  
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