

8 Myers Dr.
Dillon, SC 29605

State of South Carolina

BOOK 1543 PAGE 146

COUNTY OF GREENVILLE

GR... FILED C.S.C.
DONA... SHERSLEY

THOMAS L. TILLER, JR.

SEND GREETING:

WHEREAS, I the said Thomas L. Tiller, Jr.

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to M. P. NIVEN in the full and just sum of Forty-eight Thousand One Hundred Seventy and 04/100 (\$ 48,170.04) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of 10% per centum per annum. said principal and interest being payable in monthly installments in accordance with the terms of the aforesaid promissory note; the balance of said principal and interest to be due and payable on the 1st day of December, 1989;

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 Thomas L. Tiller, Jr., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said M. P. Niven according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to Thomas L. Tiller, Jr. in hand and truly paid by the said M. P. Niven 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 M. P. Niven, his heirs and assigns, forever:

All that lot of land situate on the Southeastern side of Cleveland Court, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot E on plat of Professional Park on Cleveland 1977 Expansion, made by Campbell & Clarkson, Surveyors, dated February 3, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P at page 71, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Cleveland Street at the joint corner of property herein described and property of Cleveland Court Partnership, and running thence S. 57-54 E. 160.94 feet to an iron pin; thence N. 66-36 E. 48.24 feet to an iron pin; thence S. 28-19 E. 55.42 feet to an iron pin; thence S. 61-41 W. 35.92 feet to an iron pin; thence N. 57-54 W. 231.73 feet to an iron pin on the Southeastern side of Cleveland Court; thence along Cleveland Court N. 66-36 E. 22.92 feet to the point of beginning.

(Cont'd.)

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OFFICE OF THE CLERK OF COURT
DOCUMENTARY
STAMP
OCT 15 1981