Greenville, S.C. 29605

a00x1562 FAGE 562

## State of South Carolina,

COUNTY OF GREENVILLE

BUSTER DIRTON AND NORA MAE DIRTON SEND GREETING: WHEREAS, we the said Buster Dirton and Nora Mae Dirton in and by \_\_our\_\_ certain promissory note in writing, of even date with these presents \_\_are\_\_ well and truly indebted to GEORGE O. BALLEW AND FRANCES M. BALLEW in the full and just sum of Nine Thousand and No/100-----\$ 9,000.00 ) DOLLARS, to be paid at \_\_\_\_\_\_\_in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of fourteen (14-%) per centum per annum, said principal and interest being payable in monthly installments as follows: Beginning on the \_\_5th\_ day of \_\_\_\_\_March\_\_\_\_\_\_\_19.82\_, and on the \_\_5th\_ day of each \_\_month\_\_\_\_\_ of each year thereafter the sum of \$\_139.74 , to be applied on the interest and principal of said note, said payments to continue up to and including the 5th day of January 19\_92 and the balance of said principal and interest to be due and payable on the \_\_5th day of \_February\_\_\_\_\_\_, 19. 92 the aforesaid \_\_\_\_\_\_ monthly payments of \$. 139.74 each are to be applied first to interest at the rate of fourteen (14.%) per centum per annum on the principal sum of \$9,000.00 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 Buster Dirton and Nora Mae Dirton in consideration of the said debt and sum of money aforesaid, and for

the better securing the payment thereof to the said \_George O. Balley and Frances M. Balley \_\_\_\_ according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US the said Ruster Dirton and Nora Mae Dirton in hand and truly paid by the said. George O. Ballew and Frances M. Ballew 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 George O. Ballew and Frances M. Ballev, their beirs and assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being known as Lot No. 6 of Block "J" of Melrose as shown on a plat prepared by Carter and Pringle, Surveyors, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book A at page 157, and having such metes and bounds as appear thereon.

This is the identical property conveyed to the Mortgagors herein by deed of Ella Pearl Myers, dated January 28, 1982, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1/6/ at page ///, on February 1, 1982.

**S** 

CAN SERVICE STATE