

State of South Carolina,

COUNTY OF GREENVILLE

FILED
GREENVILLE
DONNIE S. ...
R.M.C. ...

BOOK 1307 PAGE 199

WE, TIM A. WORLEY AND MARY ANN WORLEY

SEND GREETING:

WHEREAS, we the said Tim A. Worley and Mary Ann Worley

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to H. O. Moody

in the full and just sum of Twenty-Five Thousand Six Hundred and 00/100 (\$ 25,600.00) DOLLARS, to be paid at 1113 Piedmont Park Road in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of twelve (12 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of June 1983, and on the 1st day of each month of each year thereafter the sum of \$ 307.36, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of April 1998, and the balance of said principal and interest to be due and payable on the 1st day of May 1998; the aforesaid monthly payments of \$ 307.36 each are to be applied first to interest at the rate of twelve (12 %) per centum per annum on the principal sum of \$ 25,600.00 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 Tim A. Worley and Mary Ann Worley, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said H. O. Moody according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Tim A. Worley and Mary Ann Worley, the said H. O. Moody in hand and truly paid by the said H. O. Moody

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 H. O. MOODY, His Heirs and Assigns, Forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of Cason Avenue, near the City of Greenville, South Carolina, being known and designated as Lot 1 on plat of H. O. Moody, recorded in the RMC Office for Greenville County, S. C. in Plat Book WW on page 101, and having according to a more recent survey entitled H. O. Moody, Lot 1, Property of Tim A Worley, dated May 6, 1983, prepared by Freeland & Associates, Surveyors, recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-S, at page 89, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Cason Avenue, said pin being the joint front corner of Lot 1 and property now or formerly owned by Harry L. Whitehead, and running thence with the common line of Lot 1 and property now or formerly owned by Harry L. Whitehead N. 44-00 W., 100.80 feet to an iron pin at the joint rear corner of Lots 1, 5, and property now or formerly owned by Harry L. Whitehead; thence with the common line of Lot 1 and Lot 5 N. 42-23 E., 69.07 feet to an iron pin at the joint rear corner of Lots 1 and 2; thence with the common line of said lots S. 47-14 E., 111.71 feet to an iron pin on the northwesterly side of Cason Avenue; thence with the northwesterly side of Cason Avenue S. 50-51 W., 75.50 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagor herein by deed of H. O. Moody, dated May 18, 1983, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1188 at page 556.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX 10.26

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