

FILED GREENVILLE CO. S. C. 1352 PAGE 139

State of South Carolina,

COUNTY OF GREENVILLE

22585

FILED FEB 25 11 52 AM '77 "Paid and Satisfied in full this 14th day of February, 1977." E. S. TANKERSLEY R.M.C.

Witness: J. H. Harrison

Dr. Thomas Parker

J. A. WHITLOW, JR.

FEB 25 '77

SEND GREETING:

WHEREAS, I the said J. A. Whitlow, Jr.

in and by BY certain promissory note in writing, of even date with these presents well and truly indebted to THOMAS PARKER

in the full and just sum of Twenty Thousand and No/100 (\$20,000.00) DOLLARS, to be paid

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of eight and one-half (8 1/2%) per centum per annum as follows: \$2,000.00 on June 1, 1976, to be applied to said principal and interest being payable in yearly installments as follows:

Beginning on the 1st day of June 1977, and on the 1st day of each succeeding June of each year thereafter the sum of \$2,941.74, to be applied on

interest and principal of said note, said payments to continue up to and including the 1st day of June 1986, and the balance of said principal and interest to be due and payable on the 1st day of June 1985; the aforesaid yearly payments of \$2,941.74 each are to be applied first to

interest at the rate of eight and one-half (8 1/2%) per centum per annum on the principal sum of \$20,000.00 so much thereof as shall, from time to time, remain unpaid and the balance of each yearly 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 there is provided, the same shall bear simple interest from the date of such default until paid at the rate of eight and one-half (8 1/2%) 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 J. A. Whitlow, Jr., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Thomas Parker according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

the said J. A. Whitlow, Jr. in hand and truly paid by the said Thomas Parker

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 Thomas Parker, his heirs and assigns, forever:

*principal plus interest from date to June 1, 1976, to be paid at the same time as and in addition to the aforesaid principal payment and thereafter

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, containing 3.2 acres on Saluda Lake shown on plat of property of Joseph E. Crosland, dated June 20, 1967, prepared by Carolina Engineering & Surveying Company and recorded in the R.M.C. Office for Green-

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