

MORTGAGE OF REAL ESTATE

HAND & WHITE, PRINTERS, SPARTANBURG, S.C. 148732

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Perry Woods, of the City of Greenville, County of Greenville, State of South Carolina SEND GREETING:
WHEREAS, Perry Woods, the said Perry Woods

in and by my certain promissory note in 1939 writing, of even date with these presents am well and truly indebted to Georgia K. Rigby

in the full and just sum of Twelve hundred (\$1200.00) Dollars to be paid: three years after date

Paid in full 9th day of Jan 1939 Assignee

RECORDED AND INDEXED IN RECORD BOOK 14th JAMES BETH Dec. 1939 6:00 A.M. # 15955

with interest thereon from date annually per cent. per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of 10% of the amount due

besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor, in and well and truly paid by the said Mortgagee, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee, and He

Heirs and assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

in the second ward of the City of Greenville, on the south side of East Avenue, in the subdivision known as the Rowley Place, and having the following metes and bounds, to-wit:

Beginning at a stake on the south side of East Avenue at the northeast corner of lot formerly owned by Janie E. Todd, the said corner being 51 feet 8 inches East of a 10 foot alley, and running thence with the line of said lot S. 21-45 E. 155 feet, more or less, to a stake on line of lot #45; thence with line of lot #45 N. 80 E. 51 feet 8 inches to a stake; thence N. 21-45 W. about 155 feet to a stake on East Avenue; thence with line of said East Avenue S. 80 W. 51 feet 8 inches to the beginning corner, being the middle portion of lots 46, 47 and 48, as shown on plat of said Rowley Place, and being the same lot of land conveyed to the said Perry Woods by Riverside Land Company by deed dated October 1, 1918, and recorded in the R. M. Co. Office for Greenville County, in Vol. 25, page 404.

It is understood and agreed that this mortgage is junior in lien to the mortgage of Perry Woods to Home Owners' Loan Corporation dated December 3, 1935, in the sum of \$5,200.00 and is not to be foreclosed in any event for a period of three years.