

MORTGAGE OF REAL ESTATE

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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. J. Massey, of Greenville County

SEND GREETING:

WHEREAS, I, the said J. J. Massey

in and by my certain promissory note in writing, of even date with these presents well and truly indebted to Rachel J. Bely

in the full and just sum of Twenty-Five Hundred + no/100 (\$2500.00) Dollars to be paid: \$25.00 on June 1, 1940 and a like payment of \$25.00 on the first day of each successive month thereafter until principal and interest is paid in full, said payments to be applied first to payment to be applied first to payment of interest, balance to principal

with interest thereon from date paid Dec 11 1946 at the rate of six (6%) per cent. per annum, to be computed and paid monthly per 11-1946 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 ten (10%) per cent of the amount due thereon, 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 hand 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

his Heirs and Assigns forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Butler Township, Greenville

County, State of South Carolina, on the East side of Beland Street, near the corner of Beland Street and Greenville, being shown as Lot no. 5-12 of the plat of property of J. H. Bely made by J. H. Bely and described as follows: *RECORDED AND INDEXED DAY OF MAY 13 1940*

Beginning at a stake on the East side of Beland Street, at corner of Lot no. 4, and running thence with the Eastern side of Beland Street, S. 36-05 E. 81 feet to a stake, corner of Lot no. 6, thence with the line of Lots nos. 6 and 7, S. 54-03 E. 120 feet to a stake, corner of Lot no. 2; thence with the line of said lot in a northerly direction 52 feet to a stake, corner of Lot no. 3; thence south the line of Lots nos. 3 and 4 in a Southwesterly direction 132 feet to the beginning corner.

This is the same property conveyed to J. J. Massey by Rachel J. Bely by deed dated May 11, 1940, recorded herewith, and this mortgage is given to secure the payment of a portion of the purchase price.

In valuable consideration, the within mortgage and the note which it secures is assigned to Citizens Lumber Company, this 13th day of May, 1940.
Wittie Brown
Ben C. Thornton Rachel J. Bely

Assignment Recorded May 13th, 1940 at 4:50 P.M. #6955