

PROVENCE, JARRARD & MARTIN—GREENVILLE 21828

STATE OF SOUTH CAROLINA, }
County of Greenville. }

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, Luther S. Payne SEND GREETINGS:

WHEREAS, I the said Luther S. Payne

in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., in the full and just sum of One thousand,

Three hundred & no/100 (\$1,300.00) Dollars, and have subscribed to shares of the Installment Thrift Stock of said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., and have agreed to pay therefor at the rate of Fifty (50) Cents per share, per month, until said payments, plus dividends, have reached the par value of One Hundred Dollars per share, at which time said note shall become due and payable, with interest, and

WHEREAS said note provides for the payment of interest on the sum of (\$) Dollars, at the rate of Six (6%) per centum per annum, to be computed and paid monthly, in advance, until maturity of said shares of Instalment Thrift Stock in said Association, and am desirous of securing said debt and interest:

NOW, KNOW ALL MEN, That I, the said Luther S. Payne,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., according to the terms of said note, and also in consideration of the further

sum of Three Dollars to me, the said Luther S. Payne, in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., 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, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., the following described property, to-wit:

with interest at the rate of six (6%) per centum per annum, to be repaid in instalments of Thirteen and no/100

(\$ 13.00) Dollars; upon the first day of each and every calendar month hereafter until the full principal sum, with interest has been paid, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereon shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the provisions of this mortgage, the whole amount due under said note, shall at the option of the holder thereof, become immediately due and payable, who may also thereon and foreclose this mortgage; said note further providing for a reasonable attorney's fee 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 process of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Grove Township, near the Town of Piedmont; and having the following metes and bounds, to-wit:

"Beginning at a stake in the center of the Columbia and Greenville Division of the Southern Railway, at corner of property of O. D. Poore, and running thence along the center of said railway, N. 4-27 E. 300 feet to a stake; thence continuing with said railway, N. 6-27 E. 240 feet to a stake, corner of property of A. M. Payne; thence along the line of the property of A. M. Payne, N. 88-0 W. 557 feet to an iron pin on the right of way of State Highway No. 20; thence along the east line of said right-of-way of said Highway; S. 4-0 W. 539.5 feet to an iron pipe, on line of property of O. D. Poore; thence along the line of said property S. 88-0 E. 545 feet to the point of beginning. This is the same tract of land conveyed to me by Mary R. Holliday by deed dated Oct. 24, 1930, and recorded in the R. M. C. office for Greenville County in Vol. 161, page 65, and contains 4.45 acres, more or less, exclusive of right of-way. The above property is subject to the rights of way of the P. & N. railway and the Southern Railway, as shown on survey of R. E. Dalton, made Oct. 1930."

Paid first Federal Savings & Loan Association
witness D. S. Butler
31-1-39
17
Oct. 31 1939
Ollie Jamaworth
3-20-39