

MORTGAGE OF REAL ESTATE

38098 PROYENGE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

South Carolina } *J. O. Heatherly, of Greenville County,*
SEND GREETING:

WHEREAS, *J. O. Heatherly*, the said *J. O. Heatherly*

in and by *My* certain *Promissory* note in *writing*, of even date with these presents *am* well and truly indebted to *Citizens Lumber Company, a Corporation, Greenville, S. C.* in the full and just sum of *Two Thousand & No/100 (\$2,000.00)* Dollars to be paid: *sixty (60) days after date*

witnesses
James P. Moore
Patrick C. Jant.

Paid in full
this June 22nd - 1938
Citizens Lumber
by J. A. Poe
Orat.

with interest thereon from *Maturity* at the rate of *seven (7%)* per cent. per annum, to be computed and paid *annually* 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, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of *ten (10%) per cent.*

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 are 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 its successors

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,

near the City of Greenville, on the south side of Mills Avenue, known and designated as Lot No. 3 according to plat of property of Piedmont Corporation known as Mills Avenue Highlands, made by Dalton & Neuse, Engineers, in May, 1937, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the joint corner of Lots Nos. 3 and 4, and running thence with the line of Lot No. 4, S. 18-38 E. 180 to rear corner of Lots Nos. 3 and 4; thence S. 71-22 W. 50 feet to corner of Lot No. 2; thence with the line of Lot No. 2, N. 18-38 W. 180 feet to an iron pin on Mills Avenue; thence with the southern side of Mills Avenue, N. 71-22 E. 50 feet to the beginning corner; said property being that conveyed to J. O. Heatherly by Piedmont Corporation by deed dated December 8, 1937, and recorded in the R. M. C. Office for Greenville County in Book of Deeds 194 at Page 125.

SATISFIED
RELEASED OF
JUNE 19 1938
J. A. POE
ORATOR