Vol. 265

Form 2

MORTGAGE OF REAL ESTATE

37017 PROVENCE-JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA,
County of Greenville,

TO WHOM ALL THESE PRESENTS MAY CONCERN:

I, Fess Terry, SEND GREETINGS:

Whereas, I the said Fess Terry on the 1st day of July 1938

in and by one certain promissory note in writing, of even date with these presents, am

well and truly indebted to The First National Bank of Greenville, S.C. and B.B. Waters, as Executors of the R.D. Dobson Estate,

in the full and just sum of Four Hundred & Seventy ($470.00) Dollars,

($) Dollars to be paid in monthly installments of Ten ($10.00) Dollars, as more particularly set forth in said note,

with interest thereon from date at the rate of 6% per centum 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, 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; 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 his 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 Fess Terry, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The First National Bank of Greenville, S.C. and B.B. Waters, Executors, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in the said Fess Terry in hand well and truly paid by the said The First National Bank of Greenville, S.C. and B.B. Waters, Executors, at and before 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 The First National Bank of Greenville, S.C. and B.B. Waters, Executors of the R.D. Dobson Estate, their successors and assigns forever:

All that certain lot or parcel of land situate and being in the Town of Needmore, suburban of Greer, S.C., Chick Springs Township of Greenville County, State aforesaid, fronting and lying on Spring Street formerly known as Frowlunk Street), and having the following courses and distances according to a plat and survey of same made by H.S. Brockman, Surveyor, which plat is dated Nov. 5, 1935, to wit:

Beginning at corner of Mrs. Minnie Cunningham property on Spring Street and runs thence with Spring Street N. 8.42 E. 60.1 feet to corner of Dan Goldsmith lot; thence with line of Goldsmith lot N. 77.37 W. 101.5 feet; thence S. 5.02 W. 45.3 feet; thence S. 69.00 E. 100 feet to the beginning corner.

This is the identical lot of land this day conveyed to me by the Executors of the R.D. Dobson Estate and this mortgage is executed to secure payment of a part of the purchase price therefor.