

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, H. J. Payne and Mrs. Frances R. Payne

SEND GREETINGS:

WHEREAS ~~we~~ the said H. J. Payne and Mrs. Frances R. Payne

in and by ~~our~~ certain promissory note, in writing, of even date with these presents, ~~we~~ are well and truly indebted to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C. in the full and just sum of ONE THOUSAND FIVE HUNDRED FIFTY

(\$ 1,550.00 ) Dollars,

with interest at the rate of six (6%) per centum per annum, to be repaid in installments of FIFTEEN AND 50/100

(\$ 15.50) Dollars upon the first day of each and every calendar month hereafter until the full principal sum, with interest, has been paid; said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder 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 stipulations 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 sue 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; 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.

NOW, KNOW ALL MEN, That ~~we~~ the said H. J. Payne and Mrs. Frances R. Payne

in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said FIDELITY 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 ~~our~~ us the said H. J. Payne and Mrs. Frances R. Payne

in hand well and truly paid by the said FIDELITY 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., the following described property, to-wit:

"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 Greenville Township, in the City of Greenville, in a subdivision known as Hillside Terrace, a plat of same being recorded in Plat Book F, page 154, R. M. C. Office for Greenville County, and described as follows:

BEGINNING at an iron pin on the Southwest corner of Haviland Avenue (formerly Smith Street) and Hillside Avenue, and running thence along side of Haviland Avenue in a southerly direction 50 feet, more or less, to an iron pin; thence in a westerly direction 121 feet, more or less to an iron pin; thence in a northerly direction 35 feet, more or less, to a pin on Hillside Avenue; thence along Hillside Avenue 120 feet, more or less, to the point of beginning, and being better known and designated as Lot No. 19 on above named plat, and being on the corner of Avenues herein named.

This is the same lot of land conveyed to the mortgagors by M. M. Hewell, as Trustees, by deed dated December 28, 1938, yet to be recorded, and the within mortgage is given to secure the balance due on the purchase price.

*For value received, the Fidelity Federal Savings and Loan Association, the owner and holder of the within mortgage and the note which it secures, does hereby transfer, assign and set over to A. L. Vess, without recourse, the within note and mortgage this 8th day of December, 1942.*

Witness:  
*Clara B. Hewell  
Lettie West Galphin*

*Fidelity Federal Savings and Loan Association.  
By M. M. Hewell  
Secretary-Treas.*

*Assignment Recorded Dec. 10, 1942 at 12:05 P. M.  
# 12461*