

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

4024 PROVENCE-JARRARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA,
County of Greenville

We, Earl Bayne and Frances B. Bayne

SEND GREETING:

WHEREAS, we the said Earl Bayne and Frances B. Bayne

in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to ~~SOUTHEASTERN BANK INSURANCE COMPANY~~ Judson Mills, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Nine hundred and no/100 (\$ 900.00) DOLLARS, to be paid at ~~its office~~ The Peoples National Bank of Greenville in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of October, 1939, and on the 1st day of each month of each year thereafter the sum of \$ 9.00, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of March, 1951, and the balance of said principal and interest to be due and payable on the 1st day of April, 1951; the aforesaid monthly payments of \$ 9.00 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of 900.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 we, the said Earl Bayne and Frances B. Bayne Judson Mills in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~SOUTHEASTERN BANK INSURANCE COMPANY~~ Judson Mills according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said Earl Bayne and Frances B. Bayne in hand well and truly paid by the said ~~SOUTHEASTERN BANK INSURANCE COMPANY~~ Judson Mills, 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 ~~SOUTHEASTERN BANK INSURANCE COMPANY~~ Judson Mills

All that certain piece, parcel or lot of land on the West side of 3rd Avenue in Judson Mills No. 1 Village in the County of Greenville, State of South Carolina, being known and designated as lot No. 11, as shown on a plat of Section No. 1 of Judson Mills Village made by Dalton & Neves, Engineers, in August, 1939, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book K, at pages 11 and 12, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pipe on the West side of 3rd Avenue, 75 feet South of the Southwest corner of the intersection of 3rd Avenue and Heatherly Drive, and running thence with 3rd Avenue S. 4-30 W. 70 feet to an iron pipe, joint corner of lots 11 and 12; thence with the line of lot No 12 N. 85-30 W. 88 feet to an iron pipe, joint rear corner of lots 18 and 19; thence with the line of lot No. 19, N. 4-30 E. 70 feet to an iron pipe, joint rear corner of lots No. 10, 11, 19 and 20; thence with the line of lot No. 10, S. 85-30 E. 88 feet to the beginning corner.

This is the identical property conveyed to the mortgagor herein by deed of Judson Mills of even date herewith, and this mortgage is given to secure the unpaid portion of the purchase price.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

ASSIGNMENT.

FOR VALUE RECEIVED Judson Mills hereby assigns, transfers, and sets over unto The Peoples National Bank of Greenville the within mortgage and the note which it secures. Dated this 31st day of October, 1939.

Witness: Billie Mahaffey
Betty Wells.

Judson Mills
BY: A. E. Sibley
Treasurer.

RECORDED AND CANCELLED BY
A. E. Sibley
AT 12:20 P. M.
OCT 31 1939
12087

Assignment recorded November 3, 1939 at 1 P. M. #14030 BY: E. C.

#10088

This Mortgage Assigned to Judson Mills
on 24 day of Sept, 1942 Assignment recorded
in Vol. 314 of R. E. Mortgages on Page 141

This Mortgage Assigned to Peoples National Bank
on 25 day of Sept, 1942 Assignment record
in Vol. 314 of R. E. Mortgages on Page 141