

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

South Carolina

I, T. B. Caldwell, of the City of Greenville, County of Greenville, State of/ SEND GREETINGS:

WHEREAS I _____ the said T. B. Caldwell

in and by my _____ certain promissory note, in writing, of even date with these presents, am _____ well and truly indebted to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., in the full and just sum of TWELVE HUNDRED & NO/100

(\$ 1200.00) Dollars,

with interest at the rate of six (6%) per centum per annum, to be repaid in installments of TWENTY & NO/100

(\$ 20.00) 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, 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.

NOW, KNOW ALL MEN, That I _____, the said T. B. Caldwell

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 me

the said T. B. Caldwell

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, on Green Avenue, in the City of Greenville, being shown as lot No. 5, Block 1, Page 82 of the City Block Book, and having the following metes and bounds, to-wit: Beginning at an iron pin on Green Avenue 70 feet from the intersection of Arlington Avenue and Green Avenue, at corner of lot now or formerly owned by Francis M. Bailey, and running thence with the line of said lot, S. 72 E. 150 feet to an iron pin; thence S. 28 W. 70 feet to an iron pin; thence N. 72 W. 150 feet to an iron pin on Green Avenue; thence with Green Avenue, N. 28 E. 70 feet to the point of beginning; being the same property conveyed to T. B. Caldwell by Annie L. Harbin, et al., by deed dated March 30, 1920, and recorded in the R. M. C. Office for Greenville County in Book of Deeds 68 at page 155.

State of South Carolina } Waiver of Priority of Mortgage
County of Greenville }

For valuable consideration, I, Georgia S. Caldwell, the owner and holder of a mortgage in the amount of \$5,000.00, dated December 28, 1936, recorded in the R. M. C. Office for Greenville County in Book of Mortgages 265 at page 283, hereby waive priority of said mortgage in favor of the within mortgage, and agree that the within mortgage shall constitute a first lien, and have priority over the above described mortgage which was executed to me by T. B. Caldwell.

Witness my hand and seal at Greenville, South Carolina, this the 5th day of April, A. D. 1940.

Signed, sealed and delivered in the presence of:

Rebecca Campbell
Catherine Brown

Georgie S. Caldwell (L.S.)

State of South Carolina
County of Greenville

Personally appeared before me Rebecca Campbell, who, upon, oath, says: That she saw the within named Georgia S. Caldwell, sign, seal, and as her act and deed deliver the within written Waiver of Priority of Mortgage for the uses and purposes therein mentioned, and that she, with Catherine Brown, witnessed the execution thereof.

Sworn to and subscribed before me this the 5th. day of April, A. D., 1940.

Catherine Brown (SEAL)
Notary Public for State of S. C.

Rebecca Campbell

Waiver of Priority Recorded April 6th, 1940, at 10 A.M. #4743

And the mortgagor(s) do(es) hereby agree, in favor of the mortgagee at any time, to pay, on the first day of each month, in addition to the monthly payments of principal and interest, the sum of one-twelfth (1/12th) of the said annual taxes, assessments and other charges levied on the mortgaged premises. The mortgagor(s) further agree(s) to pay all other charges and expenses necessary to pay these items. It is further agreed that the taxes, assessments and other charges levied on the mortgaged premises, shall become a part of the monthly installments payable under the terms of this mortgage and the note secured thereby.

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