

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. L. Davis

SEND GREETINGS:

WHEREAS I the said J. L. Davis

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 Fourteen Hundred & no/100

(\$ 1,400.00 ) Dollars,

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

(\$ 14.00 ) 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 hereunder 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 J. L. Davis

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 J. L. Davis

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,

about two and one-half miles west of Greenville Court House, being known and designated as lot No. 9, Block P, on plat made by Dalton & Neves, March 1940, recorded in Plat Book J, page 193, R. M. C. Office for said Greenville County, Said lot has the following metes and bounds:

BEGINNING on the north side of Washington Avenue at the corner of lot No. 10, and thence running with the line of lots Nos. 10 and 7, N. 71 E. 275 feet to a pin on the line of lot No. 7; thence S. to a point on the north side of Washington Avenue, corner of lot No. 8; thence with the north side of Washington Avenue N. 60-50 W. 268 feet to the beginning corner as shown by said plat.

This is the same land conveyed to me, said J. L. Davis, by H. K. Townes, by his deed dated April 25, 1940.

(The mortgagor(s) shall remain liable on demand of the mortgagee at any time, to pay the amount of any arrearage due on the mortgage, together with, and in addition to, the monthly payments of principal and interest due on a sum equal to one-twelfth (1/12th) of the said arrearage, until the same is paid in full by the mortgagor(s). The mortgagee(s) for special benefit of the mortgagee(s) may, at any time, require the mortgagor(s) to pay these arrears. It is further agreed that if the mortgagor(s) fails to pay the same, the mortgagee(s) shall become a lien creditor of the mortgagor(s) for the amount of the mortgage and the note secured thereby.

For position of this paragraph see other side of page

Paid and Satisfied in full this 12 day of June 1941. Fidelity Federal Savings & Loan Assn. By M. M. Howell, Secretary

Witness M. G. ...

12 Mrs. ... #8981