Vol. 291

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. L. Merritt of Greenville County SEND GREETINGS:

WHEREAS I the said J. L. Merritt, of Greenville County

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 FIFTEEN HUNDRED & NO/100 ($ 1,500.00) Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in installments of FIFTEEN AND NO/100 ($ 15.00) 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.

satisfied in full July 19th 1940 Paid and this 18th day of July 1940 Fidelity Federal Savings and Loan Assn. Greenville S. C. By J. L. Merritt Secretary

NOW, KNOW ALL MEN, That I, the said J. L. Merritt

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. Merritt 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,

CANCELLED DAY OF July 19 40 Office Register of Mesne Conveyances GREENVILLE COUNTY, S. C. 10:03 O'CLOCK A. M. No. 1304

in Greenville Township, on the Western side of Washington Avenue, near Anderson Highway #8, and being the Southern portion of lot No. 14, as shown on a plat of the property of W. D. McBrayer made by Dalton & Neeves, Engs. in 1935, and recorded in the R. M. C. office for Greenville County in plat book "J" at page 37, and having the following metes and bounds, to wit:

Beginning at an iron pin on the Western side of Washington Avenue, which pin is 710.5 feet from the intersection of Anderson highway and Washington Avenue and 4.6 ft. from the corner of lot #15, and running thence S. 34-26 W. 325 feet to a stake; thence S. 51-56 E. 95.4 feet to a stake, in joint line of lots #14 and #13; thence with the line of lot #13 N. 34-26 E. 275.5 feet to an iron pin on Washington Avenue; thence with the Western side of Washington Avenue N. 26-06 W. 110 feet to the point of beginning. Said premises being the same conveyed to J. L. Merritt by J. H. Hollis by deed dated April 28th, 1939, and recorded in the R. M. C. office for Greenville County in Book of Deeds "216" at page 312.

Witness Witness Witness

Jas

And the mortgagor(s) X X agree(s) hereby agree, on demand of the mortgagee at any time, to pay, on the first day of each and every month thereafter, together with, and in addition to, the monthly payments of principal and interest, a sum equal to one-twelfth (1/12th) of the said annual taxes, insurance premiums, and assessments, as estimated by the mortgagee. The mortgagor(s) further agree(s) to pay such deficiency, if any, as may be required some necessary to pay these items. It is further agreed that any such deficiency payments, when so demanded by the mortgagee, shall become a part of the monthly installments due under the terms of this mortgage and the note secured thereby.

For position of this paragraph see other side of page