

MORTGAGE OF REAL ESTATE—G.R.E.M. 9c.

42791 PROVISION—LANDLORD CO.—GREENVILLE

STATE OF SOUTH CAROLINA,
County of Greenville

I, James H. Kay

SEND GREETING:

WHEREAS, I the said James H. Kay

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to JUDSON MILLS, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of NINE HUNDRED SEVENTY-FIVE AND NO/100 (\$975.00) DOLLARS, to be paid at The South Carolina National Bank of Charleston 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 July, 1940, and on the 1st day of each month of each year thereafter the sum of \$ 9.75, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of December, 1951 and the balance of said principal and interest to be due and payable on the 1st day of January, 1952; the aforesaid monthly payments of \$ 9.75 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 975.00 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 I, the said James H. Kay in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said JUDSON MILLS according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said

James H. Kay in hand well and truly paid by the said 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 JUDSON MILLS.

All that certain piece, parcel or lot of land on the East side of Third Avenue in Section No. 3 of Judson Mills Village in the County of Greenville, State of South Carolina, being known and designated as Lot No. 27 as shown on a plat of Section No. 3 of Judson Mills Village, made by Dalton & Neves, Engineers, in March, 1940, which plat is recorded in the R. M. C. Office for Greenville ^{County} in Plat Book K, at page 42, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin at the Northeast corner of the intersection of Third Avenue and Fifth Street, and running thence with the North side of Fifth Street S. 83-49 E. 143.6 feet to an iron pin; thence N. 30-46 W. 105 feet to an iron pin, rear corner of Lot No. 28; thence with the line of Lot No. 28 N. 83-49 W. 80.5 feet to an iron pin on the East side of Third Avenue (said Third Avenue being at this point unopen East of the car line); thence along the East side of said unopened portion of Third Avenue S. 6-11 W. 84 feet to the beginning corner.

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

PAID AND SATISFIED IN FULL
THIS 19 DAY OF June 1951
FIDELITY FEDERAL SAVINGS & LOAN ASSO.
BY Elizabeth Wood
Secretary-Treas.
WITNESS:
Jane B. Eason
Margaret Chapman

SATISFIED AND CANCELLED OF RECORD
9 DAY OF Aug 1951
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10 O'CLOCK A. M. NO. 18366

This Mortgage Assigned to Judson Mills
on 24 day of Sept 1942 Assignment recorded
in Vol. 314 of R. E. Mortgages on Page 137

This Mortgage Assigned to Fidelity Fed. S. & L. Assn.
on 25 day of Sept 1942 Assignment recorded
in Vol. 314 of R. E. Mortgages on Page 138