

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

43307 PROVENCE—JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, S. C. Nichols

SEND GREETINGS:

Whereas, I the said S. C. Nichols

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to C. M. Gaffney, Trustee

in the full and just sum of Eight Hundred Sixty-six and 51/100 Dollars

(\$ 866.51) Dollars, to be paid \$35.00 on August 10, 1940; \$35.00 September 10, 1940; \$75.00 October 10, 1940 and \$75.00 on the 10th day of each succeeding month up to and including June 1941; then \$35.00 July 10, 1941; and \$35.00 on the 10th day of each succeeding month until paid in full

with interest thereon from July 10, 1940 at the rate of six per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 percent. 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, S. C. Nichols

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said C. M. Gaffney, Trustee

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to

the said S. C. Nichols in hand well and truly paid by the said C. M. Gaffney, Trustee

at and before 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

C. M. Gaffney, Trustee

All that certain piece, parcel or lot of land, situate, lying and being in the County and State aforesaid, on the Southwest side of Sylvania Avenue, just off Paris Mountain Road, being known and designated as Lot No. 45 on plat made by Dalton and Neves, Engineers, June 1938, of "Leawood" property of C. M. Gaffney, Trustee, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book "J" at Pages 18 and 19, and being more particularly described as follows:

BEGINNING at an iron pin on Sylvania Avenue, joint corner of Lots Nos. 44 and 45 and running thence S. 33-54 W. 164.3 feet to an iron pin joint corner of Lots Nos. 41, 42, and 45; thence S. 55-41 E. 75 feet to an iron pin joint corner of Lots Nos. 40, 41, 45 and 46; thence with joint line of Lots Nos. 45 and 46 N. 33-54 E. 164.9 feet to an iron pin on Sylvania Avenue; thence with Sylvania Avenue N. 56-06 W. 75 feet to the beginning corner.

Provided, however, and subject to the restrictions which are of record in the R. M. C. Office for Greenville County in Deed Book "204" at page 148.

The within is a purchase money mortgage and is given to secure a portion of the purchase price.

This mortgage is junior to a mortgage of S. C. Nichols to David Mr. Ramsay of even date herewith in the sum of \$3,000.00.

Cancelled 1943
paid 14th day of August, 1940
Witness: Virginia Gaffney, S. C. Nichols
Trustee

RECORDED
INDEXED
JUL 17 1940
GREENVILLE COUNTY, S. C.
OFFICE OF THE REGISTER OF DEEDS
ALICE J. JAMES, CLERK