

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Ruth Burnett and Jessie Elizabeth Burnett, by Ruth Burnett, her General Guardian of Greenville County, South Carolina

SEND GREETINGS:

WHEREAS we the said Ruth Burnett and Jessie Elizabeth Burnett, by Ruth Burnett, her General Guardian

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

with interest at the rate of six (6%) per centum per annum, to be repaid in installments of TWELVE & 50/100

(\$ 12.50) 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, with 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 we the said Ruth Burnett and Jessie Elizabeth Burnett, by Ruth Burnett, her General Guardian

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 us the said Ruth Burnett and Jessie Elizabeth Burnett by Ruth Burnett, her General Guardian

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, being and being in the State of South Carolina, County of Greenville, in Greenville Township, on the Southwest side of Judson Road, near the City of Greenville, being all of Lot No. 5 and a portion of Lot No. 6 as shown on plat of Property of J. M. Jimison dated October 6, 1919, recorded in the R. M. C. Office for Greenville County in Plat Book E at page 161, and when described together, having the following notes and bounds:

Beginning at an iron pin on the Southwest side of Judson Road, at a point 160 feet East of Valley Street, and running thence in a line parallel with the line of Lot No. 7, S. 42-30 W. 200 feet to an iron pin in the rear line of Lot No. 36; thence with the rear lines of Lots Nos. 36 and 37, N. 53-55 W. 120 feet to an iron pin, corner of Lot No. 4; thence with the line of said lot, N. 42-30 E. 200 feet to an iron pin on Judson Road; thence with the Southwestern side of Judson Road, S. 53-55 E. 120 feet to the beginning corner; being the same property conveyed to F. C. Burnett and Jessie Elizabeth Burnett by E. H. Patterson and Ethlyn Patterson by deed dated July 28, 1937, recorded in the R. M. C. Office for Greenville County in Book of Deeds 199 at page 307, F. C. Burnett having subsequently conveyed his undivided one-half (1/2) interest in said property to Ruth Burnett by deed dated February 3, 1938, recorded in Book of Deeds 202 at page 9.

This mortgage is executed pursuant to authority of Decree of Honorable G. Dewey Oxner, Resident Judge of the Thirteenth Judicial Circuit, dated August 13, 1940, and filed in the Office of Clerk of Court for Greenville County, South Carolina, in Judgment Roll E 8263.

And the mortgagor(s) do(es) hereby agree, on demand of the mortgagee at any time, to pay, on the first day of each succeeding month thereafter, together with, and in addition to, the monthly payments of principal and interest stated above, a sum equal to one-twelfth (1/12th) of the said amount (taxes, assessment and insurance premiums, as estimated by the mortgagee). The mortgagor(s) further agree(s) to pay on demand, at any time, any additional sums necessary to pay these items. It is further agreed that any such additional 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