

MORTGAGE OF REAL ESTATE - G.R.E.M. 10

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Kirven L. Henderson, of Greenville County

SEND GREETINGS:

WHEREAS I, Kirven L. Henderson the said

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 AND TWENTY-FIVE

(\$1,525.00) Dollars,

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

(\$15.50) 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, 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, Kirven L. Henderson the said

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 fact that said Association has advanced to me the sum of Three Dollars

the said Kirven L. Henderson in hand well and truly paid by the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., and that the said Kirven L. Henderson, 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, situated and being in the State of South Carolina, County of Greenville,

on the Eastern side of Brookdale Avenue, in Butler Township, near the City of Greenville, being known as Lot No. 8 of Block "D", on plat of Fair Heights, made by R. E. Dalton, Oct., 1924, recorded in Plat Book F, at page 257, and described as follows:

BEGINNING at an iron pin on the east side of Brookdale Avenue, 342.5 feet from the corner of Brookdale Avenue and Laurens Road, and running thence with the eastern side of Brookdale Avenue S. 31-20 W. 50 feet to a point; thence S. 58-40 E. 150 feet to a point; thence N. 31-20 E. 50 feet to a point; thence N. 58-40 W. 150 feet to the beginning corner, being the same property conveyed to Kirven L. Henderson by Henry L. Henderson, by deed dated December 26, 1940, and recorded herewith.

STATE OF SOUTH CAROLINA) WAIVER OF PRIORITY OF LIEN
GREENVILLE COUNTY.)

For valuable consideration, I, B. B. Balentine, waive the priority of the mortgage executed to me by Henry L. Henderson, dated Dec. 7, 1937, and recorded in Book of Mortgages 271, at page 130, and agree that the within mortgage shall constitute a first mortgage lien on the property therein described, and that the lien of my said mortgage shall be junior thereto. In witness whereof, I have hereunto set my hand and seal this 26th day of December, 1940.

Witness:

C. E. Pritchette
Edwin McT. Meares

B. B. Balentine

STATE OF SOUTH CAROLINA) PROBATE
GREENVILLE COUNTY)

Personally appeared before me C. E. Pritchette, who, being first duly sworn, says that he saw the within named B. B. Balentine sign, seal, and as his act and deed, deliver the within deed of Waiver, and that he, with Edwin McT. Meares, witnessed the execution thereof.

Sworn to before me this 23rd day of January, 1941.

Edwin McT. Meares

C. E. Pritchette

Notary Public for S. C.

Waiver Recorded January 25th, 1941, at 9:38 A.M. #1123 BY:N.S.