

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA. }
County of Greenville, }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, CHARLES W. MIMS AND EVELYN OWEN MIMS

SEND GREETINGS:

Whereas, we the said Charles W. Mims and Evelyn Owen Mims

in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to Willard M. Mims

in the full and just sum of Five Thousand (\$5,000.00)

xxxxxxxxxxxx Dollars, to be paid three (3) years after date

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 22 PAGE 739

SATISFIED AND CANCELLED OF RECORD 22 DAY OF April 1974
Dannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:52 O'CLOCK P. M. NO. 26548

with interest thereon from date at the rate of five per centum per annum, to be computed and paid 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 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 we the said Charles W. Mims and Evelyn Owen Mims

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Willard M. Mims

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

the said Charles W. Mims and Evelyn Owen Mims

in hand well and truly paid by the said Willard M. Mims

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

WILLARD M. MIMS:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the North side of East Coffee Street, in the City of Greenville, County of Greenville, State of South Carolina, being known as Lots 1, 2 and the greater portion of Lot 3 on plat of property of L. A. and W. M. James made by R. E. Dalton, Engineer, December 1922, recorded in the R. M. C. Office for Greenville County in Plat Book F, page 187 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of East Coffee Street, in the front line of Lot 3, said pin being 30 feet East from the Northeast corner of the intersection of East Coffee Street and Spring Street, and running thence along the North side of East Coffee Street, S. 70-00 E. 72 feet to an iron pin at corner of property now or formerly of Allen: thence with said Allen line N. 20-31 E. 83 feet to an iron pin on the South side of an alley; thence along the South side of said alley, N. 70-00 W. 71.55 feet to an iron pin on said alley in the rear line of Lot 3, said pin being 30 feet East from the Southeast corner of the intersection of Spring Street and said alley; thence S. 20-50 W. 83 feet to iron pin on the North side of E. Coffee Street, the beginning corners

This is the same property conveyed to us by deed of Hext M. Perry to be recorded herewith and this mortgage is junior in rank to the purchase money mortgage given by us to the said Hext M. Perry for \$6,000.00.

State of South Carolina
County of Greenville

For valuable consideration, I hereby assign, set over and transfer to Evelyn Owen Mims, the within mortgage and the note it secures. It is distinctly understood that this mortgage shall not merge, but remain open for the protection of the assignee. Witness my hand and seal this 27th day of September, 1948.

Witnesses:

Willard M. Mims

Rachel D. Trotter
J. LaRue Hinson

Assignment Recorded Sept 30-1948 at 10:59 a. m.

21528