

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVIDED—JARRARD CO.—GREENVILLE S.C. 21419

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, D. E. Attaway, of Greenville, South Carolina SEND GREETINGS:

Whereas, I the said D. E. Attaway,  
in and by MY certain promissory note in writing, of even date with these presents, AM  
well and truly indebted to James W. Hicks

in the full and just sum of FIVE HUNDRED and no/100 (\$500.00) DOLLARS

~~XXXXXXXXXXXXXXXX~~ to be paid in the following manner: Ten (\$10.00)  
Dollars on the 20th day of April, 1946, and a like amount on the 20th day of each and every  
succeeding month thereafter until paid in full, both as to principal and interest, said monthly  
payments to be applied first to the interest and the balance to the principal; with the right,  
however, to anticipate, by the payment of all or any part thereof before due,

with interest thereon from date at the rate of five per centum per annum, to be computed and paid monthly

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 I the said D. E. Attaway,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said James W. Hicks

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

the said D. E. Attaway,

in hand well and truly paid by the said James W. Hicks,

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 James W. Hicks, his heirs and assigns,

All that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, about six miles south of Greenville Court House, east of the Augusta Road, on Eastview Drive, being known and designated as Lot Number Thirty Four (No. 34) on plat and survey of subdivision known as "Clearview", made by M. H. Woodward, R. E., Dec., 1945, recorded in RMC Office for Greenville County in Plat Book "P", page 1, and, according to said plat, having the following metes and bounds, to-wit:-

BEGINNING at an iron pin on south side of Eastview Drive, joint front corner of Lots Nos. 34 and 35 on said plat, and running thence S. 18-04 E. 199.9 feet along the line of Lot No. 35, to iron pin on north side of Clearview Drive; thence easterly along the north side of Clearview Drive, 86.4 feet to iron pin, joint rear corner of Lots Nos. 34 and 33; thence N. 18-04 W. 205.5 feet along line of Lot No. 33 to iron pin on south side of Eastview Drive; thence S. 71-56 W. 86.2 feet along south side of Eastview Drive to point of beginning. This is the same lot of land this day conveyed to me by James W. Hicks by his deed to be recorded, and this conveyance is given in part payment of the purchase price. Subject, however, to all restrictions contained in the said last mentioned deed, which are incorporated herein by reference.

**RECORDED AND CANCELLED ON MARCH 12 1946**  
**AT 11 O'CLOCK A.M.**  
**BY [Signature]**  
**REC'D FOR GREENVILLE COUNTY, S.C.**  
**No. 12283**