

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James W. Starkey - - - - - SEND GREETINGS:

WHEREAS, I, the said James W. Starkey, am

well and truly indebted to C. P. Dill of Woodruff, S. C. in the full and just sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS as is evidenced by my certain promissory note in writing of even date herewith, said note provides for the payment of the principal sum of \$3,000.00 in monthly installments of \$40.00, commencing on the 9th day of Oct., 1946, and on the 9th day of each and every month thereafter until the principal sum of \$3,000.00 is paid in full; together with interest on the whole amount of said principal sum remaining from time to time unpaid at the rate of five per cent. per annum from Sept. 9, 1946, interest to be paid semi-annually or to become principal semi-annually and bear interest at same rate till paid; said note further provides that if default be made in the payment of any of said installments, and/or default be made in the payment of interest, then the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of said note, failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default; said note also provides that in the event of default in the payment of said note, and if it is placed in the hands of an attorney at law for collection, the undersigned agrees to pay ten per cent. attorney's commissions, reference being thereto had, will more fully appear.

NOW KNOW ALL MEN that I the said James W. Starkey in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said C. P. Dill according to the terms of the said note and also in consideration of the further sum of Three Dollars to me, the said James W. Starkey in hand well and truly paid by the said C. P. Dill at and before the sealing and delivery 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. P. Dill,

All those certain pieces, parcels or lots of land lying, being and situate in Greenville Township, Greenville County, South Carolina, and being known and designated as lots Nos. Twenty-four(24) and Twenty-five (25) in subdivision known as Oaklawn, Theresa Earle property. This being the same two lots which were conveyed to mortgagee herein by D. R. Cain, Trustee by deed recorded in the R.M.C. Office for said County in Deed Book 184, page 196. And being the same property which was conveyed to mortgagor herein by mortgagee herein this date by deed to be recorded forthwith in the R.M.C. Office for said County.

This is a purchase money mortgage.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said C. P. Dill, his Heirs and Assigns forever-

And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and defend all and singular the said premises unto the said C. P. Dill, his Heirs and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said James W. Starkey agrees to insure the house and building on said lot in the sum of not less than THREE THOUSAND (\$3,000.00) Dollars, and keep the same insured from loss

RECORDED AND CANCELLED OF RECORD
DATE OF CANCELLATION 12-22-46
R.M.C. OFFICE FOR GREENVILLE COUNTY, S.C.
DEED NO. 289