

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

KEYS PRINTING CO.

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

John D. Moxley and Pearl L. Moxley,

SEND GREETINGS:

Whereas, ~~we~~ the said John D. Moxley and pearl L. Moxley
in and by ~~our~~ certain promissory note in writing, of even date with these presents, are
well and truly indebted to Joseph C. Hamilton, Jr., and Maxene E. Hamilton

in the full and just sum of Twelve Hundred and No/100 - - - - - (\$1200.00) Dollars

~~XXXXXXXXXXXXXXXXXXXXXXXX~~ to be paid by December 31, 1946,

*Paid in full
Joseph C. Hamilton, Jr.
Paid Maxene E. Hamilton
April 8, 1947*

RECORDED AND CANCELLED OF RECORD
16 DAY OF April 1948
R.M.C. FOR GREENVILLE COUNTY, S.C.
Book O'Clock A.M. No 8248

with interest thereon from date at the rate of 6 per centum per annum computed and paid annually

until in 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 John D. Moxley and Pearl L. Moxley

for consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Joseph C. Hamilton, Jr. and Maxene E. Hamilton

*Witnessed by
Joseph C. Hamilton, Jr.
April 8, 1947*

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

the said John D. Moxley and Pearl L. Moxley

in hand well and truly paid by the said Joseph C. Hamilton and Maxene E. Hamilton

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 Joseph C. Hamilton, Jr., and Maxene E. Hamilton, their heirs and assigns, forever:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being known and designated as Lot No. 44, according to Plat recorded in Plat Book K, pages 48 and 49, RMC Office for Greenville County, situate on the north side of Griffin Avenue (now Park Drive), and being more particularly described as follows:

BEGINNING at an iron pin on the north side of Griffin Avenue, corner of Lot No. 45, and running thence with said lot, N. 19-06 E. 167 feet to an iron pin in line of Hester property; thence S. 68-34 E. 60 feet to an iron pin, corner of lots Nos. 43 and 38; thence with line of lot No. 43, S. 19-06 W. 167.5 feet to an iron pin on said avenue; thence with said Avenue N. 68-34 W. 60 feet to the beginning corner. Subject to the building restrictions as shown on the above referred to plat, which restrictions are for the benefit of the property owners in this subdivision.

The above is the same property conveyed to Joe C. Ligon, Jr., by Mattie C. Reynolds by her deed dated October 24, 1940, recorded in Deed Book 226, page 293, RMC Office for Greenville County and is the same property conveyed to Joseph C. Hamilton, Jr., and Maxene E. Hamilton by Joe C. Ligon, Jr., by his deed dated April 14, 1946, and recorded in the R.M.C. Office for Greenville County in Deed Book 289 at page 458, and is the same property conveyed to us by Joseph C. Hamilton, Jr., and Maxene E. Hamilton by deed dated this day, same to be recorded.

This mortgage is second in priority to that certain mortgage now existing on said property executed by the mortgagees herein to the Franklin National Life Insurance Company in the sum of \$4500.00, the principal of which mortgage being now reduced to \$4,291.47.