

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA,
County of Greenville,

WE, ARCHIE M. SPIVEY AND GENEVA O. SPIVEY

SEND GREETING:

WHEREAS, we the said Archie M. Spivey and Geneva O. Spivey

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to C. S. Fox in the full and just sum of Twenty-Nine Hundred Twenty-Four & 25/100ths (\$ 2924.25) DOLLARS, to be paid at his office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 12th day of March, 19 47, and on the 12th day of each month of each year thereafter the sum of \$ 30.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 12th day of January, 19 50, and the balance of said principal and interest to be due and payable on the 12th day of February, 19 50; the aforesaid monthly payments of \$ 30.00 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$ 2924.25 or so much thereof as shall from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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, Archie M. Spivey and Geneva O. Spivey in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said C. S. Fox according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Archie M. Spivey and Geneva O. Spivey in hand and truly paid by the said C. S. Fox at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said C. S. Fox, his heirs and assigns, forever:

All that piece, parcel or lot of land in Greenville County, State of South Carolina, known and designated as lot #38, Anderson Street, Highlands, as shown on plat made by Dalton & Neves, 1939, which is recorded in Plat Book "J", Page 157, in the R.M.C. Office for Greenville County, and according to said plat, more particularly described as follows:

BEGINNING at an iron pin on the Southern side of East Welborn Street, joint Northern corner of Lots #37 and #38, and running thence with East Welborn Street, S. 47-20 E. 50 feet to iron pin, joint corner of Lots #38 and #39; thence along dividing line of said lots, S. 42-40 W. 149.9 feet to iron pin, joint corner of Lots #38 and #39; thence along rear line of Lot #38, N. 47-24 W. 50 feet to iron pin, joint Southern corner of Lots #37 and #38; thence along dividing line of said lots, N. 42-40 E. 149.95 feet to the point of beginning.

This is the same property conveyed to us by deed of C. S. Fox of even date herewith and is given to secure the unpaid portion of the purchase price.

Paid in full of debt to C. S. Fox this 8th day of March 1948

*Witness:
C. M. Bayliffe, Jr.*

SATISFIED AND CANCELLED OF RECORD
8 DAY OF MARCH 19 48
M. C. FOX GREENVILLE COUNTY, S. C.
8 O'CLOCK P.M. NO. 190848