

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. O. Heatherly

SEND GREETING:

WHEREAS, I, J. O. Heatherly

in and by me certain promissory note in writing, of even date with these presents am well and truly indebted to Citizens Lumber Company

in the full and just sum of Four Thousand and No/100 (\$4,000.00) - 00/100 Dollars to be paid: in monthly installments of Forty and No/100 (\$40.00) Dollars each on the 11th day of month hereafter, beginning December 11, 1947; said payments to be applied first to interest and then to principal until paid in full

*Paid Dec. 18, 1947
Citizens Lumber Co.
J. O. Heatherly
P. P. P.*

RECORDED AND CANCELLED OF RECORD
24 DAY OF Dec. 1947
W. H. J. J. J.
R.M.C. FOR GREENVILLE COUNTY, S. C.
NO. 25-817

with interest thereon from semi-annually date monthly per cent. 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, then 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon

to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN That the said Mortgagor, J. O. Heatherly, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, Citizens Lumber Company, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor, J. O. Heatherly, in hand well and truly paid by the said Mortgagee, Citizens Lumber Company, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these Presents do grant, bargain and release unto the said Mortgagee, Citizens Lumber Company, and its Successors

~~xxxxxx~~ and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid, on the North-

ern side of Lowndes Hill Road near the City of Greenville, being shown as Lot No. 46 on Plat of Dixie Heights made by C. M. Furman, Jr., recorded in the R.M.C. Office for Greenville County in Plat Book "H" at Page 46, and described as follows:

BEGINNING at a stake on the Northern side of Lowndes Hill Road, 101.5 feet West from Dixie Avenue at corner of Lot No. 47, and running thence with the line of said lot, N. 43-12 E. 178.4 feet to a stake in line of Lot No. 49; thence with the line of said lot, N. 46-48 W. 50 feet to a stake, corner of Lot No. 42; thence with the line of said lot, S. 43-12 W. 187.16 feet to a stake on Lowndes Hill Road; thence with the Northern side of Lowndes Hill Road, S. 56-38 E. 50.75 feet to the beginning corner.

Said premises being one of the lots conveyed to the mortgagor by R. J. Rowley by deed dated September 1, 1947, recorded in Book of Deeds 319 at Page 143.