

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Dillard Nivens, Billy E. Nivens and Helen N. High - SEND GREETINGS:

WHEREAS we the said Dillard Nivens, Billy E. Nivens and Helen N. High

in and by our certain promissory note, in writing, of even date with these presents are well and truly indebted to

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, in the full and just sum of FOUR THOUSAND AND NO/100

(\$ 4,000.00) Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in instalments of FORTY AND NO/100
(\$ 40.00) Dollars upon the first

day of each and every calendar month hereafter in advance, until the full principal sum, with interest has been paid, said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee besides all costs and expenses of collection, 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, 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 said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That we, the said Dillard Nivens, Billy E. Nivens and Helen N. High

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., according to the terms of said note, and also in consideration of the further sum of Three Dollars US the said Dillard Nivens, Billy E. Nivens and Helen N. High

in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C. at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents grant, bargain, sell and release unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., the following described property to have, hold, use and enjoy forever, to wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in Butler Township, on the north side of the Lowndes Hill Road (sometimes referred to as the Airport Road), being a portion of the property of the Arch Garrison Estate, and being more particularly described as follows:

"BEGINNING at an iron pin on the north side of the Lowndes Hill Road at the corner of the property of the C. & W.C. Railroad, which point is approximately 502 feet west of the center of the C. & W.C. Railroad tract at the point where it crosses the Airport Road, and running thence along the north side of the Airport Road in a westerly direction 125 feet to an iron pin at the corner of other property belonging to Ruth B. McCauley; thence along the line of that property in a northerly direction 150 feet to an iron pin; thence still with the line of the property of Ruth B. McCauley in an easterly direction 93 feet to an iron pin; thence along the line of the railroad property in a southerly direction 160 feet to the beginning corner. Being the same property conveyed to us by Ruth B. McCauley by deed of even date herewith, not yet recorded.

PAID SATISFIED AND CANCELLED OF RECORD
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
Greenville, S. C.
R.M.C. FOR GREENVILLE COUNTY, S.C.
AT 9:19 O'CLOCK NOV 24 1948

Witness:

Hazel L. Scales

J. A. Smith
Secretary-Treasurer
November 6, 1948