

State of South Carolina

FILED
GREENVILLE CO. S. C.

FEB 17 2 23 PM 1948

OLLIE FARNSWORTH
R. M. C.

County of Greenville

CARL E. MARTIN

SEND GREETING:

WHEREAS, I the said Carl E. Martin

in and by MY certain promissory note in writing, of even date with these presents AM well and truly indebted to L. A. Moseley in the full and just sum of Seven Hundred Forty-five & no/100 (\$ 745.00) 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 15th day of February, 1948, and on the 15th 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 thereafter until paid in full; ~~10.00 and the balance of said principal and interest to be due and payable on the 15th day of each month;~~ 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 \$ 745.00 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 I, the said Carl E. Martin

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said L. A. Moseley according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Carl E. Martin in hand and truly paid by the said L. A. Moseley 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 L. A. Moseley, his heirs and assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being on the Southwest side of High Valley Boulevard near the City of Greenville, in Gantt Township, Greenville County, South Carolina, being shown as Lot 45 on plat of Fresh Meadow Farms made by M. H. Woodward, May 21, 1945, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book M, page 127, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of High Valley Boulevard, at joint front corner of Lots 44 and 45 and running thence with the line of Lot 44, S. 72-55 W. 197.4 feet to an iron pin; thence with the line of Lot 65, N. 8-37 E. 73 feet to an iron pin; thence along the rear line of Lot 65 in a Northwesterly direction, 43 feet to an iron pin at joint rear corner of Lot 45 and 46; thence along the line of Lot 46, N. 57-30 E. 190 feet more or less, to an iron pin on the Southwest side of High Valley Boulevard; thence along the Southwest side of High Valley Boulevard, S. 27-25 E. 69 feet to an iron pin; thence continuing with the Southwest side of High Valley Boulevard, S. 17-05 E. 87 feet to the beginning corner.

This mortgage is given to secure the unpaid portion of the purchase price and is junior to that mortgage given by Carl E. Martin to Fidelity Federal Savings and Loan Association for \$