

RECORDED AND CANCELLED OF BOOKS
DAY OF April 1948
R.M.C. FOR GREENVILLE COUNTY, S.C.
1948-12-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31

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

VOL 381 PAGE 234

FILED
GREENVILLE CO. S. C.

State of South Carolina,

FEB 24 3 31 PM 1948

County of GREENVILLE

OLLIE FARNSWORTH
R.M.C.

Edward W. Burdette and Margaret T. Burdette

SEND GREETING:

WHEREAS, We the said Edward W. Burdette and Margaret T. Burdette

and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Caroline B. Moseley in the full and just sum of Three Thousand (\$3,000.00) DOLLARS, to be paid at office of L. A. Moseley in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five and 1/2 (5 1/2 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the first day of April, 1948, and on the first day of each month of each year thereafter the sum of \$ 40.00 to be applied on the interest and principal of said note, said payments to continue thereafter until said principal and interest are paid in full
~~xxx the aforesaid monthly payments of \$40.00 each are to be applied first to interest at the rate of five and 1/2 (5 1/2 %) per centum per annum on the principal sum of \$3,000.00 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 We, the said Edward W. Burdette and Margaret T. Burdette, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Caroline B. Moseley according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said Edward W. Burdette and Margaret T. Burdette in hand and truly paid by the said Caroline B. 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 Caroline B. Moseley, her Heirs and Assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being at the Southeast corner of the intersection of 3rd. Avenue and Goodrich Street, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot No. 1, Section 1 on Plat of Judson Mills No. 1, made by Dalton & Neves, Engineers, August, 1939, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "K", Pages 11 and 12, and having according to said Plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southeast corner of the intersection of 3rd. Avenue and Goodrich Street, and running thence with 3rd. Avenue, S. 4-30 W. 95 feet to an iron pin, joint front corner of Lots 1 and 2; thence with the line of Lot 2 S. 85-30 E. 128.4 feet to an iron pin on the Southwest side of Goodrich Street; thence with Goodrich Street, N. 49-02 W. 159.6 feet to the beginning corner.

This is the same property conveyed to Edward W. Burdette and Margaret T. Burdette, by deed of L. A. Moseley, of even date to be recorded herewith.