

State of South Carolina,

Vol 315 p 137

COUNTY OF Greenville

To all Whom These Presents May Concern:

SEND GREETING

Whereas, I, the said Robert Perry, in and by my certain Promissory note in writing, of even date with these presents, well and truly indebted to J. C. Hitchcock and Steel J. Hitchcock

in the full and just sum of Forty-three hundred Ninety-three and 10/100 Dollars (\$43,930.00) - to be paid in monthly installments of \$150.00 each on the first day of each month beginning March 16, 1953, to be applied first to interest and then to principal until said debt is paid in full and until March 16, 1953 interest to be computed and paid semi-annually with full privilege of anticipation at any time with interest thereon from date at the rate of six 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, 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 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 in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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, and their Heirs 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 northern side of East North Street in the City of Greenville, and described as follows:

Beginning at a stake on the northern side of East North Street at the corner of Lennox Street formerly owned by W. T. Tyler, 204 feet east from Lennox Street, and run thence with the northern side of East North Street, N. 77 W. 68 feet to a stake; thence S. 13 W. 27 feet to a stake on Mountain Alley; thence with the southern side of Mountain Alley, S. 77 W. 68 feet to a stake at corner of the Tyler lot; thence with the line of said lot, S. 13 W. 27 feet to the beginning corner.

It is understood and agreed that the lien of this mortgage is junior to the lien of the mortgage of J. C. and Steel J. Hitchcock and the association of the said parties in the sum of \$100.00, recorded in Book of Mortgages 369 at Page 20 and to the mortgage of J. C. and Steel J. Hitchcock to J. E. Shaw in the original sum of \$6500.00. All furniture and fixtures and equipment and personal property now located on the above described property which is known as 609 East North Street.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining. TO HAVE AND TO HOLD all and singular the said Premises unto the said Mortgagee and their Heirs and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto said Mortgagee and their Heirs and Assigns, from and against all and singular the Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim same or any part thereof.

Lien Released by Sale Under Foreclosure 15 day of May A.D. 1951 See Judgment Roll No. E-12, 458

11321 11:15 A.M.

E. J. ... MANTON