

GREENVILLE CO. S. C.

AUG 12 9 11 AM 1949 VOL 433 NO 589

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern: We, Anthony A. Rubino
and Mary N. Rubino SEND GREETING:

Whereas, we, the said Anthony A. Rubino and Mary N. Rubino
in and by our certain ----- note in writing, of even date with these
Presents, Are well and truly indebted to Daniel Construction Company, Inc.

in the full and just sum of Twelve Thousand Dollars (\$12,000.00)
to be paid in four installments of \$3,000.00 each, the first
payable on or by July 25, 1949 and the others by August 15, 1949.

~~with interest thereon from
at the rate of ----- per centum per annum, to be computed and paid
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,
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: 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 his 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 Anthony A. Rubino and
Mary N. Rubino, in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said Daniel
Construction Company, Inc. according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to us, the said Anthony A. Rubino and
Mary N. Rubino, in hand well and truly paid by the said Daniel Construction Company, Inc.
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, sell and release unto the said Daniel

Construction Company, Inc., its successors and assigns, all that certain piece
parcel or lot of land, with the buildings thereon, situate, lying and being in the
City of Greenville, Greenville County, South Carolina, on the northern side of
Hillcrest Drive, and being known as Lot No. 5 and the western half of Lot No. 6
of Block D, according to plat of Highland Terrace, recorded in the R.M.C. Office
of Greenville County, in Plat Book D at page 238.

This is a Second Mortgage on the said premises. The first being in favor of
Carolina Housing and Mortgage Corporation.

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 Daniel
successors
Construction Co. Inc. and Assigns forever. And we do hereby bind ourselves, our
Heirs, Executors and Administrators to warrant and forever defend all and singular the said
Premises unto the said Daniel Construction Company, Inc. its successors
Heirs and Assigns, from and against us and our
Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the
same or any part thereof.

For Satisfaction see R. E. M. Book 446, Page 504

*17 Dec 49
Ollie Farnsworth
10:00 a. 39840*