



FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

APR 8 4 54 PM 1950

OLLIE FARNSWORTH R. M. C.

State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, James L. Kirby, of Greenville County, SEND GREETING:

WHEREAS, I, the said James L. Kirby,

in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, in the full

and just sum of SIX THOUSAND FIVE HUNDRED AND NO/100 (\$6,500.00) five (5%)

Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in instalments of

FORTY-EIGHT AND NO/100 (\$48.00) 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 beside 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 said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I, the said James L. Kirby,

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, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me, the said

James L. Kirby,

in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, the following described property, 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, School District 7-A, containing eleven acres, more or less, being situate on the east side or southeast side of road leading from Greenville to Batesville and shown on plat of J. A. Pickens, dated October 7, 1949, as having the following metes and bounds:

"BEGINNING at a stake in said road and running thence S. 56 E. 6.45 to stone; thence N. 59 1/4 E. 8.80 to stake (old corner); thence N. 50 1/4 E. 4.50 to stake (old corner); thence N. 26 1/4 E. 26 lengths to stake; thence with other property of Miza Jane Few Kirby, N. 58 W. 10.84 to a point on the East side of said road; thence with said road, S. 37 W. 12.17 to the beginning corner, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. Being the same tract of land conveyed to me by Miza Jane Few Kirby by her deed dated October 27, 1949, recorded in the R. M. C. office for Greenville County in Vol. 394, at page 482."