



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

To All Whom These Presents May Concern:

We, Ira Arter and Ira Arter, Jr., of Greenville County, SEND GREETING:

WHEREAS, we the said Ira Arter and Ira Arter, Jr.

in and by our certain promissory note, in writing, of even date with these presents are well and truly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, in the full and just sum of Three Thousand, Seven Hundred, Fifty & No/100 (\$ 3,750.00 )

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

Thirty-Seven and 50/100 (\$ 37.50 ) 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 we, the said Ira Arter and Ira Arter, Jr.

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 us,

the said Ira Arter and Ira Arter, Jr. 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 Greenville Township, School District 7-IC, now within the corporate limits of the City of Greenville, and being known and designated as Lot No. 35 of the property of L. A. Mills known as Rutherford Park, as shown on plat thereof recorded in the R. M. C. office for Greenville County in Plat Book P, at page 109, and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the north side of Happy Avenue at the corner of Lot No. 34, and running thence along the line of that lot, N. 19-38 W. 131.1 feet to an iron pin at the rear corner of said lot in the line of lot now or formerly belonging to Shives; thence N. 77-55 E. 50.2 feet to an iron pin at the rear corner of Lot No. 36; thence along the line of that lot, S. 19-38 E. 125.3 feet to an iron pin at the corner of Lot No. 36 on the north side of Happy Avenue; thence along the north side of said Happy Avenue, S. 70-22 W. 50 feet 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 conveyed to us by Jeanne D. Threatt by deed of even date herewith, not yet recorded."

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