



30 11 29 AM 1953

OLLIE FARNSWORTH R.M.C.

State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF Greenville

To All Whom These Presents May Concern:

We, Milford J. Rushton and Mary W. Rushton, of Greenville, SEND GREETING:

WHEREAS, we the said Milford J. Rushton and Mary W. Rushton

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, Six Hundred and No/100 - - - (\$ 3,600.00 )

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

Thirty-Six and No/100 - - - - - (\$ 36.00 ) 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 we, the said Milford J. Rushton and Mary W. Rushton

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 Milford J. Rushton and Mary W. Rushton 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, being known and designated as Lots Nos. 38 and 39 of a subdivision known as Elizabeth Heights as shown on plat thereof recorded in the R. M. C. office for Greenville County in Plat Book F, at page 298, and having, in the aggregate, the following metes and bounds, to-wit:

"BEGINNING at a stake at the southwest corner of the intersection of Green Street and Tampa Street (formerly Martin Street), and running thence along the west side of Green Street, S. 13-45 W. 128.5 feet to a stake at the corner of Lot No. 37; thence along the line of that lot, N. 76-15 W. 150 feet to an iron pin at the rear corner of Lot No. 41; thence along the rear line of Lots Nos. 41 and 40, N. 13-45 E. 120 feet to an iron pin on the south side of Tampa Street; thence along the south side of Tampa Street, S. 76-15 E. 112.8 feet to a stake at an angle in said street; thence continuing along the south side of Tampa Street, in an easterly direction, 37.4 feet to an iron pin at 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 Exie Ward Harris by deed of even date herewith, not yet recorded."