

FILED  
GREENVILLE COUNTY

# State of South Carolina,

MAY 1 12 42 PM 1956

COUNTY OF Greenville

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION  
R.M.C.

LAURA NEW BATSON

SENDS GREETING:

WHEREAS, I the said Laura New Batson

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to W. M. Rettig and Lottie Rettig in the full and just sum of One Thousand and No/100 (\$ 1,000.00) DOLLARS, to be paid at Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Five (5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of June, 1953, and on the 1st day of each month of each year thereafter the sum of \$ 30.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of April, 1956, and the balance of said principal and interest to be due and payable on the 1st day of May, 1956; the aforesaid monthly payments of \$ 30.00 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 1,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 I, the said Laura New Batson

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. M. Rettig and Lottie Rettig according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said Laura New Batson in hand and truly paid by the said W. M. Rettig and Lottie Rettig at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said W. M. Rettig and Lottie Rettig, their heirs and assigns, forever.

All that lot of land with the buildings and improvements thereon, situate on north side of East Park Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat made by R. E. Dalton, Engineer, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "B", at Page 11, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of East Park Avenue 60 feet east of the northeast intersection of Rowley Street and East Park Avenue, and running thence along the north side of East Park Avenue, S. 77-00 E. 60 feet to an iron pin; thence N. 20-45 E. 172 feet to an iron pin; thence with a line parallel with East Park Avenue, N. 77-00 W. 30 feet to a stake; thence with line parallel with Rowley Street, S. 20-45 W. 50 feet to a stake; thence N. 77-00 W. 30 feet to a stake; thence with line parallel with Rowley Street, S. 20-45 W. 122 feet to the beginning corner.

The above described property is the same conveyed to the mortgagor herein by deed of the mortgagees of even date and to be recorded herewith, and is given to secure the credit portion of the purchase price.

This mortgage is junior in rank to the lien of that mortgage given by Laura New Batson to Fidelity Federal Savings and Loan Association, Greenville, S. C., on this date in the amount of \$8,000.00, to be recorded herewith.