

FEB 15 1954

10 P.M.

BOOK 586 PAGE 453

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS Daniel Avery + wife Livola Avery, hereinafter referred to as first party (whether one or more persons) is indebted to M. H. Karr + wife Interstate Roofing + Siding Company hereinafter referred to as second party, for repair and improvements to the hereinafter described property pursuant to contract, the complete performance of which by second party is hereby acknowledged by first party, in the sum of One thousand one hundred forty-nine and 40/100 (\$1,149.40) Dollars, for which first party has executed and delivered to second party his note in said amount, of even date herewith, payable in monthly installments of 31.93 Dollars on the 21 day of each month hereafter until the said indebtedness shall be fully paid, with interest from maturity at 6% per annum, as in and by the said note, reference thereunto being had, will more fully appear.

NOW, KNOW ALL MEN, that in consideration of the premises and for the better securing the payment of said debt according to the conditions of said note and also in consideration of \$3.00 paid by second party to first party, receipt of which is hereby acknowledged, first party has granted, bargained, sold and released and by these presents does grant, bargain, sell and release to second party, his heirs and assigns, all that certain lot of land, together with the improvements thereon, situated in or near the

City of Greenville, County of Greenville State of South Carolina, fronting

East on Improved property designated as Lot #14 located on the North side of Rutledge St. Lot measuring 50' x 140' street, being approximately 50 feet in depth, and being known as

No. Owned and occupied by Daniel Avery Street, being the property described

in deed from Alvin Nelson + Ruth Nelson

to first party, dated October 4, 1948, and recorded in the office of the

Clerk of Court for Greenville County

in Deed Book 364 at page 442, 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 second party, his heirs and assigns, forever; and first party hereby binds himself and his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto second party, his heirs and assigns, from and against himself and his heirs, executors, administrators, assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

And it is agreed by and between the said parties that in case of default in payment of any installments as herein provided the whole amount of the debt secured by this mortgage shall immediately become due and payable at once, and that in case of foreclosure of this mortgage the second party shall recover of the first party a reasonable sum as attorney's fee, which shall be secured by this mortgage and shall be included in judgment of foreclosure.

PROVIDED ALWAYS, NEVERTHELESS, if the first party shall pay the aforesaid debt, with interest thereon, if any be due, according to the terms of said note, then this mortgage shall be utterly null and void.

WITNESS the hand and seal of the first party this 4th day of February, 1954.

Signed, Sealed, and Delivered in the presence of:

Henry E. Glasser Witness
Jerry Raymond Witness

Daniel Avery First Party (SEAL)
Livola Avery First Party (SEAL)

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PERSONALLY APPEARED before me Henry E. Glasser and made oath that he saw the within named Daniel Avery and Livola Avery, first party, sign, seal, and as their act and deed, deliver the within written Deed, and that he with Jerry Raymond witnessed the execution thereof.

SWORN to before me this 4th day of February, 1954

Bennie Ward Sikelair (SEAL) Notary Public for South Carolina
Henry E. Glasser Witness

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

I, Bennie Ward Sikelair, Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Livola Avery, wife of the within named Daniel Avery, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named second party, his heirs and assigns, all her interest and estate and also all her right and claim of dower of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal this 4th day of February, 1954

Bennie Ward Sikelair (SEAL) Notary Public for South Carolina
Livola Avery Wife

Recorded February 15th. 1954 at 10:00 A. M. #3458