BOOK 594 PAGE 04

FILED
GREENVILLE CO. S. C.

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FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

State of South Carolina

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, James W. Clary, Sr., of Greenville County, **SEND GREETINGS:**

WHEREAS, I the said James W. Clary, Sr.

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 Two Thousand, Eight Hundred and No/100 - - - - ($2,800.00) Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in installments of Twenty-Eight and No/100 - - - - - - - - - - - - - - ($ 28.00) 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 W. Clary, Sr.

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 W. Clary, Sr.

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, in Bates Township, on the Eastern side of Webster Street, being a portion of Lot No. 11, Block E, as shown on Plat of the Village of S. Slater & Sons made by J. E. Sirrine and Company, Engineers, on July 10, 1940, recorded in Plat Book K at page 65, and described as follows:

"BEGINNING at a stake on the Eastern side of Webster Street, 230.3 feet north from Lindburg Street at corner of Lot No. 12, and running thence with the line of said lot, N. 82-41 E. 119 feet to stake, corner of property of Ruth K. Smith; thence with the line of said property, N. 12-15 W. 70.3 feet to a stake in line of Lot No. 10; thence with the line of said lot, S. 82-41 W. 113 feet to a stake on Webster Street; thence with the Eastern side of Webster Street, S. 7-19 E. 70 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 me by Clarence B. Sharp and Lucille H. Sharp by deed dated April 2nd, 1946 and recorded in the R. M. C. office for Greenville County in Vol. 290, at page 182."