

State of South Carolina,

COUNTY OF GREENVILLE

RECORDED
GREENVILLE COUNTY
JUL 7 10 30 AM 1954

EMILY WESTBROOK GRADY & JOHN WOODFIN GRADY, JR.

WHEREAS, **we** the said **Emily Westbrook Grady and John Woodfin Grady, Jr.,** SEND GREETING:

in and by **our** certain promissory note in writing, of even date with these presents **are** well and truly indebted to **FLORENCE R. CRUIKSHANK**

in the full and just sum of **Two Thousand and No/100** hereinafter called the mortgagee(s) (\$ **2,000.00**) 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 **7th** day of **August**, 19 **54** and on the **7th** day of each **month** of each year thereafter the sum of \$ **21.22**, to be applied on the

interest and principal of said note, said payments to continue up to and including the **7th** day of **June**, 19 **64** and the balance of said principal and interest to be due and payable on the **7th** day of **July**, 19 **64**, the aforesaid **monthly** payments of \$ **21.22** each are to be applied first to

interest at the rate of **Five** (**5** %) per centum per annum on the principal sum of \$ **2,000.00** 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 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 ten (10%) per cent, of the indebtedness as attorney's 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 **we**, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of **THREE DOLLARS**, to **US**

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 **Florence R. Cruikshank, her heirs and assigns, forever:**

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the west side of McDaniel Avenue in that area recently annexed to the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot 22 on plat of W. C. McDaniel Property made by R. E. Dalton, Engineer, January, 1924, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book F, page 186, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of McDaniel Avenue, joint front corner of Lots 22 and 23 which point is 283.2 feet South from Camille Street, and running thence along the joint line of Lots 22 and 23, N. 89-00 W., 182.8 feet to an iron pin; thence S. 5-08 W., 68.8 feet to an iron pin; thence S. 89-25 E., 177.6 feet to an iron pin in line of Lot 21; thence along McDaniel Avenue, N. 9-35 E., 68 feet to the point of beginning.

This property was owned by J. W. Grady at the time of his death testate on August 15, 1953. By his last will which is on file in the Office of the Probate Court for Greenville County, S. C., in Apt. 621, File 25, he devised this property above described to the Mortgagor, Emily Westbrook Grady during her lifetime to do with as she may see fit. The Mortgagor, John Woodfin Grady, Jr., is joining in the execution of this mortgage as the only child of J. W. Grady for the purpose of showing his