

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.
APR 22 9 28 AM 1957
OLLIE F. WORTH
R. M. C.

The State of South Carolina,

COUNTY OF GREENVILLE

WARREN D. GAINES & EVELYN H. GAINES SEND GREETING:

Whereas, we, the said Warren D. Gaines & Evelyn H. Gaines

hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to J. F. Strange

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Three Hundred Ninety-Six and 59/100 ----- DOLLARS (\$ 1,396.59), to be paid

at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of

Six (6 %) per centum per annum, said principal and interest being payable in monthly

installments as follows:

Beginning on the 14 day of April, 19 57, and on the 14th day of each month of each year thereafter the sum of \$ 23.21, to be applied on the interest and principal of said note, said payments to continue up to and including the 14th day of February, 19 63, and the balance of said principal and interest to be due and payable on the 14th day of March, 19 63; the aforesaid monthly payments of \$ 23.21 each are to be applied first to interest at the rate of Six (6 %) per centum per annum on the principal sum of \$ 1,396.59 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 herein 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 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 J. F. Strange, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Northwest side of Dellwood Drive in the City of Greenville in Greenville County, South Carolina being shown as Lot 111 on plat of property of Central Development Corporation, made by Dalton and Neves, Engineers October 1951, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book "BB" at Pages 22 and 23 and having according to said plat the following metes and bounds to wit:

Said Lot fronting 80 feet along the northwest side of Dellwood Drive and running back to a depth of 172.1 feet on the northeast side; to a depth of 140 feet on the southwest side; and being 86.2 feet across the rear.

This is the same property conveyed to us by deed of J. F. Strange of even date, to be recorded herewith.

This mortgage is junior in rank to the lien of that mortgage given by J. F. Strange to the Franklin National Life Insurance Company in the original amount of \$11,000.00, dated December 20, 1955, recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 662, Page 228.

*Paid in full & satisfied
this 27th day of Jan. 1959
Wit: C. S. Fox
Miss [unclear] at 714 [unclear]
Frank [unclear]
31
Ollie [unclear]
9:51
A
1953*