

FILED

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

AUG 22 4 25 PM 1957

The State of South Carolina,

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern:

EDNA S. DAVIS

SEND GREETING:

Whereas, I, the said Edna S. Davis

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to HAROLD CHILDS

hereinafter called the mortgagee(s), in the full and just sum of Four Hundred and No/100- - - - -
- - - - - DOLLARS (\$ 400.00), to be paid

as follows:

The sum of \$40.00 to be paid on the 22nd day of September, 1957, and the sum of \$40.00 on the 22nd day of each month thereafter until the principal indebtedness is paid in full.

, with interest thereon from maturity

at the rate of Six (6%) monthly interest at the same rate as principal.

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 I, 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 me, 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 HAROLD CHILDS, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the West side of Underwood Avenue, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 50 on plat of Glenn Grove Park, made by R. E. Dalton, Engineer, May, 1924, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "F", at pages 232 and 233, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the West side of Underwood Avenue, at joint front corner of Lots 49 and 50, and running thence along the line of Lot 49, N 74-12 W, 150 feet to an iron pin; thence N 15-48 E, 50 feet to an iron pin; thence along the line of Lot 51, S 74-12 E, 150 feet to an iron pin on the West side of Underwood Avenue; thence with the West side of Underwood Avenue, S 15-48 W, 50 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagor herein by deed of Harold Childs, to be recorded herewith. THIS mortgage is given to secure a portion of the purchase price and is junior in rank to the lien of the following mortgages: (1) Mortgage given by Charles Ledbetter to Fidelity Federal Savings & Loan Association, dated August 22, 1950, recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 473, at page 47, in the original amount of \$5,500.00; and (2) Mortgage given by Harold Childs to Charles Ledbetter, dated August 1, 1957, in the amount of \$2,232.89, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 720, at page 384.