

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

APR 3 10 33 AM 1958

The State of South Carolina,
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

JAMES H. SULLIVAN & DORIS W. SULLIVAN

SEND GREETING:

Whereas, we, the said James H. Sullivan & Doris W. Sullivan

hereinafter called the mortgagor(s) in and by our two certain promissory notes in writing, of even date with these presents, are well and truly indebted to Henry J. Evitt, Jr., Betty B. Evitt, C. S. Fox, H. C. Smith, C. F. Putman and H. L. Baumgardner

hereinafter called the mortgagee(s), in the full and just sum of Eight Hundred Fifty and No/100 -----

----- DOLLARS (\$850.00), to be paid

on April 15, 1960

, with interest thereon from maturity at the rate of five (5%) annually percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at the same rate as principal.

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

ALL that lot of land with the buildings and improvements thereon situate on the Southwest side of Congress Street (formerly known as Cothran Street) near the City of Greenville, in Greenville County, S. C., being shown on page 171 of the County Block Book, in Block 9, as Lot 8, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwest side of Congress Street, and running thence S. 53½ W. 195 feet, more or less, to an iron pin; thence S. 56½ E. 50 feet to an iron pin; thence N. 53½ E. 195 feet, more or less, to an iron pin on the Southwest side of Congress Street; thence along Congress Street, N. 56½ W. 50 feet to the beginning corner.

This mortgage is junior in rank to the lien of that mortgage given by us to Fidelity Federal Savings and Loan Association, Greenville, S. C. in the original amount of \$2500.00, dated February 18, 1955, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 628, page 431.

This is the same property conveyed to us by deed of Alkene O. Cannon dated February 18, 1955, recorded in the RMC Office for Greenville County, S. C. in Deed Book 519, page 363.

Paid in full, This the 29th of April 1958
Witness
M. L. Laine Hall
E. H. Bailes
Mildred J. Hill
E. H. Bailes
E. H. Bailes
Mildred J. Hill
H. L. Baumgardner
C. F. Putman
Henry J. Evitt
Betty B. Evitt
C. S. Fox
H. C. Smith

*Wt
9 May 1958
Ollie Farnsworth
1026
A. 10341*