

BOOK 765 PAGE 498

The State of South Carolina,

County of GREENVILLE

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GREENVILLE CO. S. C.

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To All Whom These Presents May Concern:

WE, ALBERT L. HICKS and ANNIE BELL B. HICKS SEND GREETING:

Whereas, we, the said Albert L. Hicks and Annie Bell B. Hicks 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 MARTIN V. B. MOSS, JR.

hereinafter called the mortgagee(s), in the full and just sum of Two Thousand Six Hundred Nine and 43/100 ----- DOLLARS (\$ 2,609.43), to be paid

\$15.00 on the 13th day of December, 1958 and a like amount on the 13th day of each and every month thereafter until the entire principal sum is paid in full; said installments to be applied first to interest and then to principal

, with interest thereon from _____ date at the rate of five (5%) _____ percentum per annum, to be computed and paid

monthly 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, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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(s) promise to pay all costs and expenses including 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 well and truly paid by the said mortgagee(s) 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 MARTIN V. B. MOSS, JR.

All that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 91, PLEASANT VALLEY subdivision, as per plat thereof in Plat Book P, page 114, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the North side of Pleasant Ridge Avenue, joint front corner of Lots Nos. 91 and 92 and running thence N. 0-08 W. 160 feet to an iron pin at the joint rear corner of Lots Nos. 91 and 92; thence S. 89-52 W. 60 feet to an iron pin at the joint rear corner of Lots Nos. 90 and 91; thence S. 0-08 E. 160 feet to an iron pin on the north side of Pleasant Ridge Avenue; thence along the north side of Pleasant Ridge Avenue, N. 89-52 E. 60 feet to the beginning.

This mortgage is junior in rank to one assumed by the mortgagors to Waltham Federal Savings & Loan Association and recorded in Mortgage Book 526 at page 131.