

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

SEP 13 12 11 PM 1960

The State of South Carolina,

OLLIE WORTH

COUNTY OF GREENVILLE

ROBERT M. KENDRICK and HAZLE G. KENDRICK SEND GREETING:

Whereas, we, the said Robert M. Kendrick and Hazle G. Kendrick

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

HORACE B. GASSAWAY and VELMA C. GASSAWAY

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Eighty One and No/100 --

----- DOLLARS (\$ 1081.00), 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 1st day of January, 1961, and on the 1st day of each month of each year thereafter the sum of \$ 12.22, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of November 19 70, and the balance of said principal and interest to be due and payable on the 1st day of December 19 70; the aforesaid monthly payments of \$ 12.22 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 1081.00 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 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

HORACE B. GASSAWAY and VELMA C. GASSAWAY, their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Southeast side of Lady Marian Lane, near the City of Greenville, in Greenville County, S. C. being shown as Lot No. 138 on plat of Sherwood Forest, made by Dalton and Neves, Engineers, August 1951, revised through June 1953, and recorded in the RMC Office for Greenville County, S. C. in Plat Book GG, pages 70 and 71, (also recorded in Plat Book GG, pages 2 and 3) and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of Lady Marian Lane at joint front corner of Lots 137 and 138 and running thence along the line of Lot 137, S. 27-14 E., 180 feet to an iron pin; thence S. 62-46 W., 70 feet to an iron pin; thence with the line of Lot 139, N. 27-14 W., 180 feet to an iron pin on the Southeast side of Lady Marian Lane; thence with the Southeast side of Lady Marian Lane, N. 62-46 E. 70 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Horace B. Gassaway and Velma C. Gassaway dated September 3, 1960, to be recorded herewith, and this mortgage is given to secure the balance of the purchase price and is junior in rank to the lien of that mortgage given by