

GREENVILLE CO. S. C.

The State of South Carolina,  
COUNTY OF Greenville

MAY 16 11 58 AM 1961

To All Whom These Presents May Concern:

H. J. Martin

SEND GREETING:

Whereas, I, the said H. J. Martin

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 Ralph M. Nicholls

hereinafter called the mortgage(s), in the full and just sum of Three Hundred Fifty And No/100 (\$350.00)

DOLLARS (\$350.00) to be paid

one year after date

with interest thereon from date

at the rate of Six (6%) per cent annually 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 Ralph M. Nicholls, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Northeast side of Harrington Avenue in the City of Greenville in Greenville County, S. C., being shown as Lot No. 77 on Plat of Isaqueena Park made by Pickell & Pickell, Engineers, June 3, 1947, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book P at Page 130 & 131 and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeast side of Harrington Avenue at joint corner of Lots 76 & 77, and runs thence with the line of Lot 76, N. 23-31 E. 95.3 feet to an iron pin; thence S. 75-06 E. 120.7 feet to an iron pin; thence along the line of Lot 78, S. 32-51 W. 120 feet to an iron pin on the Northeast side of Harrington Avenue; thence along Harrington Avenue, N. 63-03 W. 100 feet to the beginning corner.

This is the same property conveyed to me by deed of Ralph M. Nichols of even date herewith and to be recorded. This mortgage is given to secure a portion of the price of the above described property and is junior in rank to the lien of that mortgage given by Ralph M. Nicholls to Fidelity Federal Savings And Loan Association of Greenville, S. C. in the original amount of \$7,500.00, dated April 3, 1961, recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 853, Page 559.

*This mortgage paid and cancelled this 2nd day of August, 1961*

*Ralph M. Nicholls (S)*  
*In Presence of:*  
*Edith G. McCallan*  
*Patrick C. Hunt*

SATISFIED AND CANCELLED OF RECORD  
*3 AUG 1961*  
*Albie Larned*  
R. M. C. FOR GREENVILLE COUNTY  
AT 8:45 O'CLOCK P. M. NO. 3440