

800K 865 PKU-100 MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA

County Greenville

AUG 4 3 43 PM 1961

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS we Washington, Calvin & Willie G. hereinafter referred to as the Mortgagor Allied Build- well and truly indebted to ing. Credits, Inc. hereinafter referred to as the Mortgagee in the full and just sum of ~~Eight Hundred Sixty Seven and 98/100~~ \$867.96 Dollars, in and by a

certain promissory note in writing of even date herewith, of which the following, in words and figures, is a copy:

867.96 Copy of note August 3 1961 (DATE)

FOR VALUE RECEIVED, The undersigned as principal, jointly and severally promise to pay in lawful money of the United States to the order of Allied Building Credits, Inc. the sum of Eight Hundred Sixty Seven and 98/100 (\$867.96) DOLLARS,

at the designated office of the holder, in 26 consecutive monthly payments of \$24.11 each, (except that the final instalment shall be the difference between the amount of this note and the sum of the preceding instalments), the first to become due and payable on the 5th 10th 15th 20th 25th day of October 1961. (Check Which)

balance of instalments to be paid on the same date of each month hereafter, with interest on principal after maturity of entire balance as herein provided at the highest lawful contract rate. If any instalment is not paid when due the entire balance of this note shall become due and payable at the option of the holder. In the event of default for a period of more than 10 days in payment of any instalment, the undersigned shall be liable to holder for a late charge for each dollar of each defaulted instalment to an extent not prohibited by the law of jurisdiction where this note is made. The maker, endorsers and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, notice of non-payment and declaration of acceleration of payment, and agree to pay 25% of the principal of this note, or, at the option of the holder, a reasonable sum as attorney's fees if placed in the hands of an attorney for collection after maturity. If permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, prothonotary or clerk of any court of record to appear in such court, in his line of jurisdiction, at any time after maturity of this note, and waive a jury trial and confess judgment without process in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and attorney's fees, and waive and release all errors which may intervene on any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and affirming all that may be done by virtue hereof. Insofar as permitted by law, each maker, endorser and guarantor of this note expressly waives all right to claim exemption allowed by the Constitution and laws of this or any other state.

Signatures: (In full and in ink) Calvin Washington (Seal) Willie G. Washington (Seal)

Select by check, here, of the date which will be summer's season period and allow several days mailing time.

NOW, KNOW ALL MEN, That the said

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery 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 mortgagee its heirs, administrators, executors, successors and assigns all that tract or lot of land in Greenville County, State of South Carolina, described as follows, to-wit:

DESCRIPTION OF PREMISES.

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Grove Township, containing 1/4 acre more or less, adjoining lands of Walter Seawright, William Mahaffey, Mrs. Pearl Gillespie and possibly others and having the following metes and bounds, to-wit:

BEGINNING at a point on Oil Mill Road at the corner of property of Walter Seawright and running along his line, N. 2-30 W. 77 feet to a point at the corner of property of William Mahaffey and running thence S. 85-15 E. 151 feet to an iron pin on a proposed street; thence S. 2-0 E. 126 feet to an iron pin on Oil Mill Road; thence along Oil Mill Road, N. 68-30 W. to the point of beginning.

The above described lot is a part of the W. P. Nesbitt lands and is known as Lot No. 3. This is the identical property conveyed to the mortgagors by Arthur Williams by deed dated June 18, 1955 and recorded in the R. M. C. Office for Greenville County in Deed Volume 542, at Page 377.

This mortgage is junior and inferior to the lien of that certain mortgage given by the mortgagors to Carolina Federal Savings and Loan Association. The above described land is the same conveyed to by

on the day of 19 deed recorded in the office of Register Mesne Conveyance for County, in Book Page

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining, together with all the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Mortgagee its heirs, executors, administrators, successors and assigns.