

South Carolina

FORM 865 PAGE 499

# MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,

County

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS *we, Carl E. & Virginia W. Moore*  
hereinafter referred to as the Mortgagor's, *are* well and truly indebted to  
*Maare Company*

hereinafter referred to as the Mortgagee in the full and just sum of  
*Twenty three hundred and fifty five*  $\frac{8}{100}$  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:

**COPY OF NOTE**

No. *8-71* DATE *1961*

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay in lawful money of the United States to the order of  
*MAARE COMPANY*  
the sum of *Twenty three hundred and fifty five*  $\frac{8}{100}$  DOLLARS,  
at the designated office of the holder, in *SC* consecutive monthly installments of *39.43* each, (except that the final installment shall be the difference between the amount of this note and the sum of the preceding installments), the first to become due and payable on the  1st  15th  20th  25th day of *SEPT* 19*61*.  
Balance of installments to be paid on the *15th* day of each month thereafter, with interest on principal after maturity of same balance as herein provided at the highest lawful contract rate. If any installment is not paid when due, the entire balance of this note shall become due and payable to the order of the holder. In the event of default for a period of more than 10 days in payment of any installment, the undersigned shall be liable to holder for a late charge for each dollar of each defaulted installment to an extent not prohibited by the law of jurisdiction where this note is made. The makers, endorsers and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, 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, professional or clerk of any court to appear in such court, in any time or vacation, 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 hereon, 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 afforded by the Constitution and laws of this or any other state.

*38 DEERSLEY AVE*  
*GREENVILLE, SC* Signatures (to full and in ink)  
*CARLE MOORE* (Seal)  
*VIRGINIA W. MOORE* (Seal)

Select by check mark  due date which will fit customer's income period and allow several days mailing time

NOW, KNOW ALL MEN, That *we*, the said *Carl E. & Virginia W. Moore*  
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.  
*LOT # 475 SECTION 2*  
*(SUBDIVISION OF ABBAY MILLS, BRANCO PLANT, GREENVILLE, SC)*

The above described land is *ABAY MILLS* the same conveyed to by  
*JUNE* on the *1* day of  
1957 deed recorded in the office of Register Mesne Conveyance  
for *Greenville* County, in Book *624* Page *320*

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises be-  
longing, 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.

FORM 487 IM 8-51

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK *1* PAGE *597*

RECORDED AND CANCELLED BY RECORDED  
*6* AUG 1971  
*Clie Farnsworth*  
CLERK OF COURTS, GREENVILLE COUNTY, S.C.  
AT *2:36* P.M. 1971