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

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The State of South Carolina,

County of Greenville.

vn 413 mg 10

## To All Whom These Presents May Concern:

CARR BUILDERS SUPPLIES the said Carr Builders Supplies SENDS GREETING:

Whereas.

in and by

its

hereinafter called the mortgagor(s) certain promissory note in writing, of even date with these presents,

well and truly

indebted to Aubrey C. Shives and R. E. Hughes

hereinafter called the mortgagee(s), in the full and just sum of Twelve Thousand & no/100 -

DOLLARS (\$ 12,000.00 ), to be paid

as follows: The sum of \$100.00 to be paid on the principal on the first day of March, 1949; the sum of \$100.00 on the first day of each month thereafter up to and including December 1, 1949; the sum of \$1,000.00 on the first day of January, 1950; the sum of \$100.00 on the first day of each month of each year thereafter except on January first of each year thereafter the sum of \$900.00 until the principal is paid in full,

, with interest thereon from date

at the rate of Six (6%) on March 1, 1949 and monthly thereafter percentum per annum, to be computed and paid

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 level proceedings, then and in either of said cases the mortgage. 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.

, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, NOW KNOW ALL MEN, That and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in con-1t , the said mortgagor(s), in hand well and truly paid by the said mortsideration of the further sum of Three Dollars, to gagee(s) at and before the signing of these Presents, the receipt wherof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Aubrey C. Shives and R. E. Hughes, their heirs and assigns, forever:

All that lot of land on the South side of Buthorfora Road, hear the City of Greenville, County of Greenville, State of South Carolina, being a portion of that lot designated as pusiness property on plat of Druid Hills, made by Dalton & Neves, Engineers, January 1947, recorded in the R. M. C. Office for Greenville County, S. C., in Flat Book P, at page 113, and having according to a survey made by Piecmont angi- . neering Pervice, February 4, 1948, the following metes and sounds, towit:

BEGINNING at an iron pin on the South sias of Edtherford Read, said pin being 168.9 feet West from the Southwest corner of the latersection of Rutherford Road and West Fairview Avenue and running therese S. 18-39 E. 131 feet to an iron pin on the worth side of a 10-7 out siley thence along the North side of said alley, S. 77-43 W. 211.7 Teethers an iron pin; thence N. 18-17 W. 135.4 feet to an iron pin on the South side of Rutherford Road; thence along the South side of Rutherford Road, N. 78-31 E. 211.4 feet to the beginning corner.

This mortgage is junior in rank to the lien of that work page held by Josephine C. Newell in the original amount of \$ 6,000.00 dated May 10, 1948 , recorded in the R. M. C. Orrice for Greenville County, S. C., in Mortgage Book 388, page Bol.

ALSO, all that certain piece, parcel or lot of land situace, lying and being on the South side of Rutherford Road, in that the recently annexed to the City of Greenville, in Greenville Casali,

(Over)