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MORTGAGE OF REAL ESTATE-Prepared by P. Bradley Morrah, Jr., Attorney at Law, Greenville, S. C.

The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern:

JAMES M. LANE and ANNE SMITH LANE

SEND GREETING:

Whereas, We, the said James M. Lane and Anne Smith Lane

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 AUBREY C. SHIVES

hereinafter called the mortgagee(s), in the full and just sum of ONE THOUSAND SEVENTY-FIVE AND

NO/100 -----DOLLARS (\$ 1,075.00), to be paid

Due and Payable one (1) year from date.

, with interest thereon from

date

at the rate of

Six (6%)

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 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.

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 well and truly paid by the said mortgagee(s) at and before the signing 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 AUBREY C. SHIVES, his heirs and assigns:

All that piece, parcel or lot of land, together with buildings and improvements situate thereon, situate, lying and being at the northwesterly corner intersection of Clearview Avenue and Estanolle Street, shown and designated as Lot No. 46 on a plat of Morningside subdivision made by Dalton & Neves, Engineers, in December, 1952, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "FF", at pages 83, 84 and 85, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 45 and 46 on the northeasterly side of Clearview Avenue, and running thence along the line of Lot 45, N. 35-45 E. 201.9 feet to an iron pin; thence S. 54-15 E. 174 feet to an iron pin on the westerly side of Estanolle Street; thence running along the western side of Estanolle Street S. 47-49 W. 127.4 feet to an iron pin; thence continuing along said side of said street, S. 63-33 W. 96.7 feet to an iron pin in the curve of the intersection of Estanolle Street and Clearview Avenue; thence with said curve of said intersection S. 79-03 W. 30.7 feet to an iron pin; thence continuing with the curve of said intersection N. 57-01 W. 33.9 feet to an iron pin on Clearview Avenue; thence along the northeasterly side of Clearview Avenue N. 23-51 W. 55.1 feet to an iron pin, the beginning corner.

This mortgage is junior in lien to that certain mortgage now existing upon the above described premises executed by Roy T. Ammons to The Prudential Insurance Company of America, dated November 1, 1956, and recorded in the R.M.C. Office for said County and State in Mortgage Book 696, at page 224, upon which the present balance of \$15,387.92 was assumed by James M. Lane and Anne Smith Lane, and is also junior in lien to that certain mortgage in the sum of \$3,026.61 executed by the said James M.

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