

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

42162 PROVINCE—HARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }

County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Grace E. Phillips

Whereas, I the said Grace E. Phillips in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to Elizabeth I. Herndon

in the full and just sum of Fourteen Hundred and no/100 (\$1400.00) Dollars, to be paid three years after date

with interest thereon from date at the rate of 5 per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' 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 Grace E. Phillips

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Elizabeth I. Herndon

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Grace E. Phillips

in hand well and truly paid by the said Elizabeth I. Herndon

at and before 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

Witnesses
Elizabeth I. Herndon
Ray

24
Ollie Jamesworth
115
11563

Paid in full and satisfied 1943, the 18th day of November
Elizabeth I. Herndon

Elizabeth I. Herndon:
All that certain piece, parcel or lot of land on the south side of Garraux Street (also known as Swiss Avenue) in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the rear portion of Lot No. 2 of Section F on plat of Stone Land Company recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book A, pages 336-345, and having the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the south side of Garraux Street, joint rear corner of Lots 2 and 3 of Section F, and running thence with line of Lot No. 3 in a southerly direction 106 feet, more or less, to an iron pin at corner of lot this day mortgaged by me to Southeastern Life Insurance Company; thence with the line of said lot in a westerly direction 64 feet, 1 1/2 inches, more or less, to an iron pin in joint line of Lots 1 and 2; thence with the line of Lot No. 1 in a northerly direction 120 feet, more or less, to an iron pin on the south side of Garraux Street; thence with the south side of Garraux Street in an easterly direction 64 feet 1 1/2 inches, more or less, to the beginning corner.

This is a portion of the property conveyed to the mortgagor herein by deed dated August 16, 1923, and recorded in the R. M. C. Office for Greenville County in Deeds Volume 91, page 28.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

I, I. J. Phillips, the owner and holder of a mortgage in the amount of \$2,000.00 executed to me on February 25, 1938, by Grace E. Phillips, and recorded in the R. M. C. Office for Greenville County, S. C., in Mortgages Volume 272 at page 214, do hereby waive and postpone the lien of priority of my said mortgage in favor of the within mortgage given by the said Grace E. Phillips to Elizabeth I. Herndon for \$1400.00, it being my intention that the said mortgage of \$1400.00 to Elizabeth I. Herndon shall constitute a lien on the property described therein prior in rank to the lien of my said mortgage above referred to. Executed this 29th day of November, 1939.

In the presence of: Martin V. Apy, Jr. I. J. Phillips
Hilda O. Smith

STATE OF CONNECTICUT
COUNTY OF HARTFORD.

PERSONALLY appeared before me Martin V. Apy, Jr., who, being duly sworn, says that he saw I. J. Phillips, sign, seal and as his act and deed execute the foregoing release and that he with Hilda O. Smith witnessed the execution thereof.