

VOL 604 PAGE 94

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JUL 20 12 00 PM '55

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said Mary Doughty Zachary in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to J. W. Pitts, in the full and just sum of Five Hundred (\$500.00) Dollars, to be paid on or before the 29th day of July, 1955 - - -

- - - - - with interest thereon from date at the rate of 6% per annum - - - ~~to be computed and paid at maturity~~ 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 Mary Doughty Zachary, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. W. Pitts according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Mary Doughty Zachary, in hand well and truly paid by the said J. W. Pitts 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

- J. W. PITTS -

All that certain piece, parcel or lot of land with the improvements thereon, situate being and being in the County of Greenville, State of South Carolina, in Gantt Township, on the eastern side of Augusta Road, being shown and designated as Lot No. 30 on plat of subdivision of Elizabeth E. Wayles, said plat being recorded in the P. O. Office for Greenville County, S. C. in Plat Book "Y" at Page 73.

This being the same property this day conveyed to the mortgagor by deed of J. W. Pitts.

This mortgage is second in priority to that certain mortgage on the above premises by J. W. Pitts to Fidelity Federal Savings and Loan Association, Greenville, SC, said mortgage being in the original sum of \$13,000.00 and being recorded in the P. O. Office for Greenville County in Mortgage Book 195, Page 187, and being the same mortgage assumed by Mary Doughty Zachary this day in deed of J. W. Pitts to Mary Doughty Zachary.