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MORTGAGE OF REAL ESTATE—Prepared by J. B. Ricketts, Attorney at Law, Greenville, South Carolina

The State of South Carolina,

County of Greenville

## To All Whom These Presents May Concern:

SEND GREETING:

Whereas.

I

, the said **JAMES** F. DURHAM

hereinafter called the mortgagor(s)

in and by certain promissory note in writing, of even date with these presents,

well and truly

indebted to M. E. Madden

hereinafter called the mortgagee(s), in the full and just sum of FIFTEEN HUNDRED FIFTY AND NO/100 (\$1550.00)

DOLLARS (\$ 1550.00

to be pai

ninety (90) days after date

, with interest thereon from

date

at the rate of SIX (6%)

percentum per annum, to be computed and paid

quarterly

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 I , 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 Me , 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

## M. E. Madden, his heirs and assigns;

All that certain lot of land in Greenville County, South Carolina, known and designated as Lot No. 12 of a subdivision according to a plat made for frank H. Earle by Pickell and Pickell, Engineers, February 26, 1951, which is recorded in Plat Book "Z", page 191 in the RMC Office for said Greenville County, subject to the restrictions that the building line as shown on said plat, which is 35 feet from Mills Avenue, shall be respected and maintained and that said property shall be used exclusively for residential purposes. Said tract has the following metes and bounds:

BEGINNING on the north side of Mills Avenue 200 feet northeasterly from the intersection of Wallace Street at corner of Lot No. 13; thence with the north side of Mills Avenue, N. 72-08 E., 110 feet to the corner of Lot No. 11 on Mills Avenue; thence with Lot No. 11, N. 17-52 W., 133.2 feet to the joint rear corner of Lots 14 and 15; thence with the rear line of Lot 14, S. 48-53 W., 119.7 feet to joint rear corner of Lots Nos. 13 and 14; thence with rear line of Lot No. 13, S. 17-52 E., 85.9 feet to the beginning corner.

This is the same land this day conveyed to me by Frank H. Earle.

Pail in fall + hatified Dea. 10, 190 of Dr. 2. On adding 1

17 Dec 54. 28147

Elwark R. Harris