

MORTGAGE OF REAL ESTATE

BAND & WHITE, PRINTERS, SPARTANBURG, S. C. 148732

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Norman A. Henderson, of the City of Greenville in the State of South Carolina
WHEREAS, the said Norman A. Henderson

in and by my certain Promissory Note in writing, of even date with these presents, I am well and truly indebted to Guy B. Foster

in the full and just sum of Five Hundred (\$500.00) Dollars to be paid: \$5.00 a month principal beginning October 22, 1938.

Paid and March 1st, 1938

with interest thereon from *March 1st, 1938* at the rate of *5%* per cent per annum, to be computed and paid *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, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may thereon and foreclose this mortgage; said note further providing for an attorney's fee of *10%* of the amount due, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

OLLIE J. GARNETT
March 10, 1938
2801

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor, in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and

his Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

In Ward 2 of the City of Greenville, on the north side of East Croft Street, and being known and designated as Lot # 2 of the property of D.R. Cain, Trustee, as shown on plat of said property recorded in the R.M.C. Office for Greenville County in Plat Book "H", page 135, being the same lot conveyed to Norman A. Henderson by Lillian S. Wright by deed recorded in the said R.M.C. Office in Books of Deeds "157" at Page 11.

It is understood and agreed, that this mortgage is junior in lien to the mortgage of Norman A. Henderson to Home Owners' Loan Corporation in the sum of \$2400.00, dated October 22nd, 1935, and is not to be fore closed in any event for a period of 3 years.