

MORTGAGE OF REAL ESTATE

36398 PROVIDENCE-JANUARY CO.-GREENVILLE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. O. Heatherly, of paid Greenville County, South Carolina

SEND GREETING:

WHEREAS, I, the said J. O. Heatherly

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Greenville Lumber Company, Greenville S. C. a corporation

in the full and just sum of Twenty (20) hundred, fifty + no/100 (\$2250.00) Dollars to be paid: monthly

with interest thereon from 1938 at the rate of seven (7%)

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 hereof, who may sue 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); and in and by the said note, reference being thereunto, shall more fully appear.

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 successors, heirs and assigns, forever, all and singular that certain piece of parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

on the south side of Mills Avenue, near the city of Greenville, being shown as Lot no. 5, Block B on plat of property of O. P. Mills recorded in the R. M. C. Office for Greenville County in Plat Book "F" at Page 171, and having the recording to said plat, the following metes and bounds, to-wit:

Beginning at a stake on the south side of Mills Avenue, 107 feet west from Mission Street corner of Lot no. 3, and running thence with the line of said lot, S. 44-33 E. 180 feet to a stake on an alley; thence with the northern side of said alley, S. 45-27 E. 60 feet to a stake, corner of Lot no. 7; thence with the line of said lot N. 44-33 E. 180 feet to a stake on Mills Avenue. Thence with the southern side of Mills Avenue, N. 45-27 E. 60 feet to the beginning corner. Being the same property conveyed to J. O. Heatherly by E. Inman, Master for Greenville County, by deed dated April 15, 1938, and recorded in the R. M. C. Office for Greenville County in Book of Deeds " " at Page " "