

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVENCE-JARRARD CO.—GREENVILLE 47530

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James M. Moffitt SEND GREETINGS:

Whereas, I the said James M. Moffitt *June 2nd 1944*
in and by my certain promissory note in writing, of even date with these presents, am

well and truly indebted to Home Building and Loan Association, Easley, S.C.

in the full and just sum of Sixty Five Hundred and No/100's (\$6500.00) Dollars, *Satisfied in full*

payable at the offices of said Association in Easley, S.C. with interest at the rate of six (6%) per cent per annum, to be repaid in installments of Sixty Five and No/100's (\$65.00) Dollars due and payable upon the first day of each and every calendar month hereafter until the full principal sum with interest has been paid, said monthly payment to be applied first to the payment of interest, computed monthly on the unpaid balance and then to the payment of principal, *Home Building and Loan Association*

with interest thereon from _____ at the rate of _____ per centum per annum, to be computed and paid _____ 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 James M. Moffitt *W. H. Miller*
in consideration of the said debt and sum of money aforesaid, and for the better security thereof to the said Home Building and Loan Association

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said James M. Moffitt *James M. Moffitt*

in hand well and truly paid by the said Home Building and Loan Association *RECORDED AND CANCELLED 5 DAY OF June 1944*
Oliver J. ...
AT 2:57 O'CLOCK
5993

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Home Building and Loan Association, its successors and assigns,

forever:

"ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in Ward Two of the City of Greenville, on the South side of Pettigru Street, and being known and designated as Lot No. 4, of Block 5 of Boyce Addition to the City of Greenville, according to plat thereof, recorded in the R. M. C. Office for Greenville County in Plat Book A, at page 179, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Pettigru Street, joint corner of Lots 3 and 4, of Block 5, which point is approximately 200 feet east from the southeast corner of the intersection of Toy Street and Pettigru Street, and running thence along the joint line of said Lots 3 and 4 of Block 5, South 15-00 East 126 feet, 1 inch, to an iron pin on a 10 foot alley; thence along the line of said alley North 76-45 East 66 feet; 8 inches to an iron pin, joint rear corner of Lots 4 and 5 of Block 5; thence along the joint line of said Lots 4 and 5 North 15-00 West 126 feet, 1 inch, to the joint corner of said lots on the south side of Pettigru Street, which point is approximately 138 feet, 4 inches west of the southwest corner of the intersection of Pettigru Street and Boyce Avenue; thence along the south side of Pettigru street, South 76-45 West 66 feet, 8 inches to the BEGINNING corner, and being the same lot of land conveyed to James M. Moffitt by R. C. Chiles by deed dated August 10, 1942 and recorded in the R. M. C. office for Greenville County in Book 246 at page 409."

ALSO: ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, near Welcome School, just off the White Horse Road, containing Five and twenty-nine-one hundredths (5.29) acres, more or less, being part of tract No. 15 of the J. R. Yown lands, (see plat recorded in Plat Book H, page 49) and described as follows:

BEGINNING at an iron pin, corner of schoolhouse property, and running thence with line of H. K. Townes North 64-30 East 855.5 feet to maple on branch; thence with the branch the line South 42 East 175 feet; thence South 62-40 East 117 feet; thence South 61-30 West 811.5 feet to center of New Cut Road; thence with center of road North 58-33 West 359.3 feet to the BEGINNING corner and being the same land conveyed to H. Y. Herns by Walter H. Allen by deed dated December 30, 1939 and recorded in Book of Deeds 217 at page 326, and being the same tract of land conveyed to H. H. Kerns and Zona Kerns by H. Y. Kerns by deed dated February 25, 1941 and recorded in Book of Deeds 288 at page 306 and being the same tract of land conveyed to James M. Moffitt by H. H. Kerns and Zona Kerns by deed dated August 31, 1942 and

For Release see R. E. M. Book 322 page 45.