

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, H. C. Madden & Mrs. Eurania Madden

SEND GREETING:

Whereas, we the said H. C. Madden & Mrs. Eurania Madden

in and by our certain promissory

these presents, are well and truly indebted to Marie Gaines of Augusta, Ga.

in the full and just sum of Three Hundred and Seventy-five Dollars

to be paid December 31st, 1943

with interest thereon from December 13st, 1942

at the rate of 6 per cent. per annum, to be computed and paid annually

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; said note further providing for an attorney's fee of ten per cent

besides all cost and expenses of collection to be added to the amount due on the 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.

NOW KNOW ALL MEN, That we H. C. Madden & Mrs. Eurania Madden

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Marie Gaines

of Three Dollars, to us the said H. C. Madden & Mrs. Eurania Madden in hand well and truly paid by the said Marie Gaines

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 Marie Gaines her heirs and Assigns,

All that tract of land situate in Oaklawn Township, County & State aforesaid and known and designated as tract No. 4. Beginning in the center of Pelzer road (corner of tract No. 3) thence S. 26 E. crossing branch 1785 ft. thence S. 45-50 W. 1025 ft. to store; thence N. 45-50 E. 990 ft. to center of Pelzer Road, thence along the center of Pelzer road, 410, 85, 75, 145 and 103 feet to the beginning corner. This is the same land conveyed to H. C. Madden (and wife, Eurania Madden) by B. S. Lewis, April 1st, 1932, by deed recorded in deed book 160, page 70 R. M. C. office for Greenville County and the same conveyed to B. S. Lewis by Guy Gunter December 26, 1919, recorded in Book 66, page 211.

For position of this (2) paragraphs see other side of page.

The mortgagor does hereby covenant and agree to procure and maintain insurance in an amount not less than dollars against all loss or damage by fire, in some company acceptable to the mortgagee herein, upon all buildings now or hereafter existing upon real estate, and to assign such insurance to the mortgagee as additional security, and in default thereof said mortgagee may procure and maintain such insurance and add the expense thereof to the face of the mortgage debt as a part of the principal and the same shall bear interest at the same rate and in the same manner as the balance of the mortgage debt and the lien of the mortgage shall be extended to include and secure the same. In case said mortgagor shall fail to procure and maintain (either or both) such insurance as aforesaid, the whole debt secured hereby shall, at the option of the mortgagee, become immediately due and payable, and this without regard to whether or not said mortgagee shall have procured or maintained such insurance as above permitted.

Mortgagor does hereby covenant and agree to pay promptly when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments or other charges, liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said mortgagee shall have the same rights and options as above provided in case of insurance.

Handwritten notes:
Paid in full
October 31, 1944
Marie Gaines

Stamp:
RECORDED AND CANCELLED
BY DAY OF
L. C. IN GREENVILLE COUNTY, S. C.
8934