

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

KEYS PRINTING CO., GREENVILLE, S. C.

THE STATE OF SOUTH CAROLINA,
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Joseph Q. Cox and Thelma L. Cox,

SEND GREETINGS:

Whereas, we the said Joseph Q. Cox and Thelma L. Cox,

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

well and truly indebted to James W. Hicks

in the full and just sum of FOUR HUNDRED FIFTY (\$450.00) DOLLARS

~~XXXXXXXXXXXXXXXXXXXX~~ to be paid as follows: Ten (\$10.00) Dollars on the 20th day of May, 1946, and a like amount on the 20th day of each and every succeeding month thereafter, until paid in full both as to principal and as to interest, said monthly payments to be applied first to the interest and the balance to principal; with the right, however, to anticipate by the payment of all or any part thereof before due,

with interest thereon from date at the rate of five per centum per annum, to be computed and paid monthly

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 we, the said Joseph Q. Cox and Thelma L. Cox,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said James W. Hicks

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us

the said Joseph Q. Cox and Thelma L. Cox

in hand well and truly paid by the said James W. Hicks

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said James W. Hicks, his heirs and assigns forever,

All that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, about six miles south of Greenville Court House, east of the Augusta Road, being known and designated as Lot Number Six (No. 6) on north side of Eastview Drive on plat and survey of subdivision known as "Clearview" made by M. H. Woodward, R. E., Dec. 1945, and recorded in the R.M.C. Office for Greenville County in Plat Book "P" at page 1, and according to said plat, having the following metes and bounds, to-wit:-

BEGINNING at an iron pin on northern side of Eastview Drive, corner of Lot No. 4 on said plat which point is 331.3 feet east of Augusta Road, and running thence N. 18-04 W. 194.2 feet along rear lines of Lots Nos. 4 and 5, to point at rear corner of Lot No. 5; thence N. 68-18 E. 86.4 feet to point, rear corner of Lot No. 7; thence S. 18-04 E. 199.9 feet along line of Lot No. 7 to point on the northern side of Eastview Drive; thence S. 71-56 W. 86.2 feet along northern side of Eastview Drive, to the point of beginning. This is the same property this day conveyed to us by James W. Hicks, and this mortgage is given in part payment of the purchase price. And subject to the rights of way reserved for sidewalk and power line and subject, also, to the restrictions all as set forth in said deed.

James W. Hicks
Witness
W. Q. [Signature]
Emma W. [Signature]

RECORDED AND CANCELLED OF RECORD
14 DAY OF May 1946
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11 O'CLOCK PM NO. 6288