

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA,
County of Greenville,

I, C. T. Joye

SEND GREETING:

WHEREAS, I the said C. T. Joye

in and by my certain promissory note in writing, of even date with these presents paid in full Shives-Hughes Realty Co. well and truly indebted to Shives-Hughes Realty Co. in the full and just sum of Twelve Hundred (\$ 1200.00) DOLLARS, to be paid at its home office in Greenville, S. C. together with interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of November, 1946, and on the 1st day of each month thereafter of each year thereafter the sum of \$ 12.00, to be applied on the interest and principal of said note, said payments to continue until paid in full thereafter to and including the 10th day of ----- and the balance of said principal and interest to be due and payable on the ----- day of -----; the aforesaid monthly payments of \$ 12.00 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$ 1200.00 or so much thereof as shall from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 C. T. Joye the said C. T. Joye in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Shives-Hughes Realty Co. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Shives-Hughes Realty Co.

Shives-Hughes Realty Co. in hand and truly paid by the said Shives-Hughes Realty Co. at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold, released, and by these Presents do grant, bargain, sell and release unto the said Shives-Hughes Realty Co., its successors and assigns, forever!

Handwritten: C. T. Joye
Stamp: CANCELLED
12 JOYE
GREENVILLE, S. C.
24 16

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the North side of Orange Street (formerly known as Angel Street) near the City of Greenville, in the County of Greenville, State of South Carolina, and having, according to a survey made by Pickell & Pickell, Engineers, July 31, 1946, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the North side of Orange Street at corner of property of Lucy L. Hindman and running thence along the North side of Orange Street, N. 71-15 W. 176.9 feet to an iron pin; thence N. 34-00 E. 150 feet to an iron pin at corner of other property of Mortgagee; thence along line of other property of Mortgagee in a Southeasterly direction 195 feet to a point in line of Lucy L. Hindman property, said point being N. 43-30 E. 125 feet from the beginning corner of Orange Street; thence with the line of Lucy L. Hindman property, S. 43-30 W. 125 feet to an iron pin on the North side of Orange Street, the beginning corner.

This is the same property conveyed to me by deed of Shives-Hughes Realty Co. of even date herewith and this mortgage is given to secure the unpaid portion of the purchase price but is junior in rank of the mortgage given by me this day for \$4800.00 to First Federal Savings & Loan Association of Greenville.