VNI 388 PAGE 411

The State of South Carolina,

County of. GREENVILLE

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MAY 13 4 59 Pri 1948

To All Whom These Presents May Concern:

I, R. H. MILLS

OLLIE FARNSWORTH R. MOND GREETING:

Whereas, I , the said R. H. Mills

hereinafter called the mortgagor(s)

certain promissory note in writing, of even date with these presents, am well and truly

in and by my certain promisso indebted to H. L. Hagerman

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Five Hundred Sixty

_ _ DOLLARS (\$3,560.00), to be paid

\$40.00 per month on principal and on the 1st day of each succeeding month of each calendar year hereafter, commencing June 1, 1948: with the unpaid balance due and payable June 1, 1951.

, with interest thereon from

date

at the rate of

four (4%)

percentum per annum, to be computed and paid

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; 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me , the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt wherof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said H. L. Hagerman, his Heirs and Assigns, forever:

All that certain piece, parcel or lot of land in Greenville Town-ship, Greenville County, State of South Carolina at the Mortheast corner of Russell Avenue and Bennett Street, in the City of Greenville, being Lot T-16 and the Southern adjoining 4 feet of Lot T-17, as shown on Plat of property of C. H. Talley made by W. M. Rast in January 1928, recorded in the R. M. C. Office for Greenville County in Plat Book "H" at Page 116 and described as follows:

BEGINNING at a stake at the Northeast corner of Russell Avenue and Bennett Street, and running thence with the Borthern side of Russell Avenue, S. 70-30 F. 150 feet to a stake, corner of Lot T-19: thence with the line of said Lot, N. 19-30 E. 54 feet to an iron pin; thence M. 70-30 W. 150 feet to an iron pin on Bennett Street; thence with the Eastern side of Bennett Street, S. 19-30 W. 54 feet to the beginning corner.

This being the identical property conveyed to R. H. Mills by Deed of George I. Race dated September 12, 1947, recorded in Deed Book 317 Page 141 in the R. M. C. Office for Greenville County, S. C.

It is expressly understood that this is a second mortcase junior in lien to mortgage of A. H. Mills in favor of Fidelity Federal Savings and Loan Association dated September 12, 1947 in the original sum of CA500.00 recorded in Mortgage Book 369 Page 42. It is expressly understood and made a part of the consideration of this mortgage that should the mortgagor, R. H. Mills, default in payment on the said first mortgage.

(over)

This mortgage satisfied and Paid in Full This 13 the dry of May 1949

CB. 11 M. C. Stagerman