



APR 23 12 04 PM '40
GREENVILLE, S.C.

State of South Carolina
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

I, H. J. Simmons SEND GREETING:
WHEREAS, I the said H. J. Simmons

in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, in the full and just sum of Three Thousand and No/100 (\$3,000.00.)

Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in instalments of

Thirty and No/100 (\$30.00) Dollars upon the first day of each and every calendar month hereafter in advance, until the full principal sum, with interest has been paid, said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee beside all costs and expenses of collection, to be added to the amount due on 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 said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I, the said H. J. Simmons

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, according to the terms of said note, and also in consideration of the further sum of Three Dollars to me, the said H. J. Simmons

in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the East side of Third Avenue in Section No. 3 of Judson Mills Village, being known and designated as Lot No. 20, as shown on a plat of Section No. 3 of Judson Mills Village, made by Dalton & Neves, Engineers, in March, 1940, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book K, at page 42, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin at the Northeast corner of the intersection of Third Avenue and Sixth Street and running thence with the East side of Third Avenue, N. 6-11 E. 83 feet to an iron pin joint front corner of Lots No. 20 and 21; thence with the line of Lot No. 21, S. 83-49 E. 120 feet to an iron pin, joint rear corner of Lots No. 6 and 7; thence with the rear line of Lot No. 7, S. 6-11 W. 83 feet to an iron pin on the North side of Sixth Street; thence with the North side of Sixth Street, N. 83-49 W. 120 feet to the beginning corner.

This is the same property conveyed to me by deed of Judson Mills dated June 1, 1940, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deeds Volume 222, page 376.