

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

State of South Carolina,

COUNTY OF GREENVILLE.

OWEN B. NELLIGAN, JR.

SEND GREETING:

WHEREAS, I the said Owen B. Nelligan, Jr.

in and by ~~BY~~ certain promissory note in writing, of even date with these presents ~~am~~ well and truly indebted to Caroline B. Moseley

in the full and just sum of Twenty-one Hundred and No/100 (2100.00) DOLLARS, to be paid at Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of Four & one-half (4 1/2) % per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 10th day of June, 1951, and on the 10th day of each month

of each year thereafter the sum of \$ 100.00 to be applied on the interest and principal of said note, said payments to continue ~~until the principal and interest are paid in full~~ thereafter until principal and interest are paid in full

~~the~~ the aforesaid monthly payments of \$ 100.00 each are to be applied first to

interest at the rate of Four & one-half (%) per centum per annum on the principal sum of \$ 2100.00 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 I the said Owen B. Nelligan, Jr.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Caroline B. Moseley according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

me the said Owen B. Nelligan, Jr. in hand and truly paid by the said Caroline B. Moseley

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Caroline B. Moseley, her heirs and assigns, forever:

All those lots of land situate on the Southeast side of Davidson Road and on the Northwest side of Crestline Road, near the City of Greenville, in Paris Mountain Township, Greenville County, State of South Carolina, shown as Lots 1 and 9 of Block "A", or plat of Hillendale Heights made by T. M. Welborn, Surveyor, October 7, 1950, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "Y" at page 61, as revised by plat of R. K. Campbell, Surveyor, dated May 15, 1951, and having according to said revised plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Crestline Road, at joint front corner of Lots 9 and 10, and running thence with the line of Lot 10, N. 53-46 W. 276.6 feet to a point on the Southwest edge of an 18-foot alley; thence along the Southwest edge of said alley, N. 61-33 W. 199.8 feet to an iron pin; thence continuing with the curve of said alley (the chord being S. 75-27 W. 21.8 feet) to an iron pin on the Southeast side of Davidson Road; thence continuing with the curve of Davidson Road (the chord being S. 4-40 W. 72.7 feet) to an iron pin on the East side of Crestline Road; thence along the East side of Crestline Road, S. 22-30 E. 211.8 feet to an iron pin at corner of Lot No. 8; thence along the line of Lot 8, N. 34-26 E. 131 feet to an iron pin; thence with the line of Lot 9, S. 51-16 E. 181.6 feet to an iron pin on the Northwest edge of Crestline Road; thence along the Northwest edge of Crestline Road, N. 27-19 E. 100.9 feet to the beginning corner.

(over)