

MORTGAGE OF REAL ESTATE—Prepared by P. Bradley Morrah, Jr., Attorney at Law, Greenville, S. C.

The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern:

I, AUBREY C. SHIVES

Whereas, I, the said Aubrey C. Shives

SEND GREETING:

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Lewis Hayes

hereinafter called the mortgagor(s), in the full and just sum of ONE THOUSAND TWO HUNDRED

AND NO/100 DOLLARS (\$1200.00), to be paid

as follows: \$22.66 on the 10th day of each and every month hereafter until paid in full, with first payment due and owing September 10, 1952; payments applied first to interest, balance to principal; with the privilege to anticipate any portion or all of the unpaid principal balance without penalty.

, with interest thereon from _____ date
at the rate of five (5%) _____ percentum per annum, to be computed and paid

monthly 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 whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Lewis Hayes, his heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Northeast side of Willow Spring Drive, being shown as all of Lot No. 4 of Block D on plat of Section 2 of East Highlands Estates, which plat is recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "K" at Page 44 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Willow Spring Drive, 148 feet southeast of the intersection of said Drive with Parkins Mill Road, which point is the joint front corner of Lots Nos. 4 and 5; thence with line of Lot No. 5 N. 38-05 E. 156 feet to a stake on the Southwest side of a five foot alley; thence along the line of said alley S. 48-27 E. 60 feet to a stake at the corner of Lot No. 3; thence with line of Lot No. 3 S. 38-03 W. 154.7 feet to an iron pin on the Northeast side of Willow Spring Drive; thence with the line of said Drive N. 49-34 W. 60 feet to point of beginning.

It is understood and agreed that this is a second mortgage, junior in lien to that certain mortgage recorded in Mortgage Book 449 at Page 29, R. M. C. Office for Greenville County, S. C.