

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

State of South Carolina

COUNTY OF GREENVILLE

CHARLOTTE D. AYERS

SEND GREETING:

WHEREAS, I the said Charlotte D. Ayers

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Mills H. Hughey

in the full and just sum of FOUR HUNDRED AND FIFTY AND NO/100 (\$450.00) DOLLARS, to be paid at his office in Greenville, S. C., together with interest thereon from date of 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 22nd day of September, 1952, and on the 22nd day of each month thereafter until the principal and interest is paid in full the sum of \$15.00 to be applied on the interest and principal of said note, said payments to continue up to and including the day of maturity, and the balance of said principal and interest to be due and payable on the day of maturity; the aforesaid monthly payments of \$15.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$450.00 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 Charlotte D. Ayers

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mills H. Hughey according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said Charlotte D. Ayers

in hand and truly paid by the said Mills H. Hughey

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 Mills H. Hughey, his heirs and assigns, forever.

All that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the west side of Paris View Drive (formerly known as West Fairview Avenue), in that area recently annexed to the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 21 on plat of Druid Hills, made by Dalton & Neves, Engineers, January 1947, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "P", Page 113, said lot fronting 50 feet along the west side of Paris View Drive and running back to a depth of 119 feet on the south side to a depth of 107 feet on the north side and being 85.7 feet across the rear.

The above described property is the same conveyed to the mortgagor herein by deed of the mortgagee, Mills H. Hughey, of even date and to be recorded herewith.

This mortgage is junior in rank to the lien of a mortgage given by James W. Poag to C. Douglas Wilson & Co. in the original amount of \$7,500.00, dated April 14, 1948, recorded in the R.M.C. Office for Greenville County in Mortgage Book 386, Page 129.

This is a purchase money mortgage.