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State of South Carolina (MORTGAGE OF REAL ESTATE
COUNTY OF Greenville
To All Whom These Presents May Concern:
I. W. H. Hamby, of Greenville County, SEND GREETING:
WHEREAS, I the said W. H. Hamby
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 Six Thousand, Three Hundred and No/100 (\$ 6,300.00)
Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in instalments of
Sixty-Three and No/100 (\$ 63.00) 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 W. H. Hamby
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 W. H. Hamby
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, in Paris Mountain Township, at the northern corner of the Old and New Buncombe Roads, near
Greenville, South Carolina, and according to survey made by T. T. Dill on February
1949, described as follows:
"BEGINNING at a stake at the intersection of the center of the Old Buncombe Row with the right-of-way of the New Buncombe Road (U. S. Highway No. 25), and running thence with the right-of-way of the New Buncombe Road, N. 15-02 W. 244 feet to a stake; thence continuing with the said right-of-way, N. 18-16 W. 100 feet to a stake; thence continuing with said right-of-way, N. 20-45 W. 102 feet to an iron pin at corner of Phillips Estate; thence with the line of said property, S. 43-00 W. 130.4 feet passing an iron pin to the center of the Old Buncombe Road; thence with the center of the Old Buncombe Road; thence with the center of the Old Buncombe Road; thence with the center of the Old Buncombe Road the following courses and distances: S. 43-51 E. 100 feet; S. 38-51 E. 100 feet; S. 28-31 E. 100 feet; and S. 23-39 E. 100 feet to the beginning corner, including the plumbing, electrical and heating fixtures now located
on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. Being the same conveyed to me by James B. Ray by deed dated August 4th, 1952, not yet recorded."