

BOOK 561 PAGE 280

APR 29 9 09 AM 1955
OLIE FARNSWORTH
R. M. C.

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

To All Whom These Presents May Concern:

I, Tracy T. Tolliver, of Greenville County, S. C., SEND GREETING:

Whereas, I, the said Tracy T. Tolliver,
in and by my certain promissory note in writing, of even date with these
Presents, am well and truly indebted to Oscar Hodges, Jr., and Sara S. Hodges,
in the full and just sum of SIX HUNDRED FIFTY and no/100 (\$650.00) DOLLARS,
to be paid One (1) year after date,

with interest thereon from date
at the rate of 7 per centum per annum, to be computed and paid annually,
until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 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 Tracy T. Tolliver,
in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said Oscar Hodges, Jr.,
and Sara S. Hodges, according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to me, the said Tracy T. Tolliver,
in hand well and truly paid by the said Oscar Hodges, Jr., and Sara S.

Hodges,
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 Oscar Hodges, Jr.,
and Sara S. Hodges, their heirs and assigns,

All that piece, parcel or lot of land in Greenville Township,
Greenville County, State of South Carolina, near the City of Greenville,
on the northeast side of Highlawn Avenue in subdivision known as "River-
side", being shown and designated as Lot Number Nineteen (No. 19) in
Block "Y" on a plat of said subdivision, recorded in Plat Book "A" at
page 323, a re-plat being recorded in Plat Book "K" at page 283 in the
R. M. C. office for Greenville County; said lot fronting Fifty (50)
feet on Highlawn Avenue and running back One Hundred Twenty Five (125)
feet to an alley.

This is the same property conveyed to me by Mason M. Burdine
and others by deed dated October 16, 1951, recorded in Vol. 449 at page
202, and a one-half undivided interest therein was inherited by me from
my former wife, now deceased, and who departed this life intestate on
Sept. 19, 1951, seized and possessed of the same.

There is located on the above described property, a four-room
frame residence and other improvements.

This is a first mortgage over the above described property,
and there are no other mortgages, judgments, nor other liens or encum-
brances over or against same prior to this mortgage.

It is understood and agreed that the failure of the mortgagor
to pay any installment of taxes, public assessments or insurance prem-
iums, when due, shall constitute a default, and that the mortgagees may