

AUG 5 11 53 AM 1959

BOOK 798 PAGE 515

OLLIE B. SMITH

STATE OF SOUTH CAROLINA } MORTGAGE OF REAL ESTATE  
~~GREENVILLE COUNTY~~  
GREENVILLE COUNTY

To All Whom These Presents May Concern:

We, Marshall E. McKinney and Carolyn B. McKinney SEND GREETINGS:

WHEREAS, we the said Marshall E. McKinney and Carolyn B. McKinney

in and by OUR certain promissory note, in writing, of even date with these presents, are well and truly indebted to WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION in the full and just sum of EIGHT HUNDRED and no/100--- (\$ 800.00 ) Dollars, with interest at the rate of six ( 6 % ) per centum per annum, to be repaid in installments of

Twenty-five and no/100--- (\$ 25.00 ) Dollars upon the first day of each and every calendar month hereafter 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 a ten per cent attorney's fee besides 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 we, the said Marshall E. McKinney and

Carolyn B. McKinney

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the terms of

said note, and also in consideration of the further sum of Three Dollars to us, the said

Marshall E. McKinney and Carolyn B. McKinney

in hand well and truly paid by the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION 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 WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, 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, on the East side of Pine Street, in the Town of Greer, and being portions of Lots nos. Forty-two (42) and Forty-three (43) of the Mrs. Leila W. Cunningham property as shown on plat prepared by W. A. Christopher, Surveyor, dated Sept. 12, 1921 and which plat has been recorded in the R. M. C. Office for said County in Plat Book E, page 17, and having the following courses and distances, to-wit: Beginning at an Iron Pin on the East side of said street and running thence S.72-30 E.141 feet to an Iron Pin, thence N.29 E.59 feet to an Iron Pin, thence N.72-30 W.152.3 feet to an Iron Pin on the East side of Pine Street, thence with the East side of said street S.17-45 W.58 feet to the beginning point. This being the same property which was conveyed to W. Dennis Smith by two deeds namely (1) by deed of Viola Smith Leach to W. Dennis Smith recorded in said office in Deed Book 589, page 206, and (2) by deed of E. Inman, Master to W. Dennis Smith recorded in said office in Deed Book 589, page 193. This being the same property which was conveyed to mortgagors herein by W. Dennis Smith by deed recorded in the said office in Deed Book 594, page 73.

This is a second mortgage over the above described property. Mortgagee herein holds the first mortgage which was given to it by mortgagors herein dated Feb. 28, 1958 in the original sum of \$7,500.00 and which mortgage has been recorded in the said office in R. E. Mtg. Book 739, page 512.