

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C.

BOOK 809 PAGE 214

NOV 20 10 55 AM 1959

The State of South Carolina,

COUNTY OF GREENVILLE

OLLIE B. WORTH
R.M.C.

To All Whom These Presents May Concern:

CHARLES L. HOLLEY and VIOLET P. HOLLEY SEND GREETING:

Whereas, We, the said Charles L. Holley and Violet P. Holley

hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to ROY W. BOGGESS, WALTER L. MILLER, JR., T. F. HUGUENIN, AND JOHN T. DOUGLAS

hereinafter called the mortgagee(s), in the full and just sum of Five Hundred and no/100-----
-----DOLLARS (\$ 500.00), to be paid
one year from date

, with interest thereon from date
at the rate of Six (6%) annually _____ percentum per annum, to be computed and paid 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, 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 ten (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 We, 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 us, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 ROY W. BOGGESS, WALTER L. MILLER, JR., T. F. HUGUENIN AND JOHN T. DOUGLAS, their heirs and assigns forever:

ALL that lot of land with the buildings and improvements thereon situate on the East side of Mallory Street in the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 42 on plat of Holmes Acres, made by Dalton & Neves, Engineers, February, 1951, recorded in the RMC Office for Greenville County, S. C., in Plat Book "Z", page 1, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Mallory Street at joint front corner of Lots 41 and 42, and running thence with the line of Lot 41, S. 79-12 E., 150 feet to an iron pin; thence S. 10-48 W., 80 feet to an iron pin; thence with the line of Lot 43, N. 79-12 W., 150 feet to an iron pin on the East side of Mallory Street; thence along the East side of Mallory Street, N. 10-48 E., 80 feet to the beginning corner.

THIS is the same property conveyed to us by deed of Rudolph Wayman Gwinn and Elizabeth G. Gwinn of even date herewith and this mortgage is junior in rank to the lien of a mortgage given by Rudolph Wayman Gwinn and Elizabeth G. Gwinn to General Mortgage Co. in the original amount of \$12,650 dated October 18, 1955 which has been recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 537, at page 149.

Paid and satisfied in full on 11/20/59

[Faint handwritten signatures and notes at the bottom of the page]