

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

BOOK: 810 Page 412

The State of South Carolina;

COUNTY OF GREENVILLE.

FILED GREENVILLE CO. S. C.

DEC 8 9 11 AM 1959

OLLIE F. ... NORTH R. M. C.

To All Whom These Presents May Concern:

JAMES L. SHAW and DELORES B. SHAW

SEND GREETING:

Whereas, we, the said James L. Shaw and Delores B. Shaw

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. BOGCESS and WALTER L. MILLER, JR.

hereinafter called the mortgagee(s), in the full and just sum of Seven Hundred and No/100 -----

-----DOLLARS (\$ 700.00), to be paid

as follows: the sum of \$20.00 to be paid on the 1st day of December, 1959, and \$20.00 on the 1st day of each month thereafter until the principal is paid in full

, with interest thereon from date

at the rate of Six (6%) semi-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. BOGCESS and WALTER L. MILLER, JR., their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the East side of Glendale Street, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 22 and the adjoining 17.5 feet of Lot 21 on plat of Glendale Heights made by J. Mac Richardson, Surveyor, February 1958, recorded in the RMC Office for Greenville County, S. C. in Plat Book KK, page 143, said lot fronting 87.5 feet along the East side of Glendale Street, running back to a depth of 130 feet on the North side, to a depth of 130 feet on the South side, and being 87.5 feet across the rear.

SATISFIED AND CANCELLED OF RECORD

THIS DAY OF

R. M. C. FOR GREENVILLE COUNTY, S. C.

BOOK NO. STOCK NO.