GREENVILLE CO, S. C.

830x 824 Min 545

The State of South Carolina,

GREENVILLE **COUNTY OF** 

52 PM R. M.C.

To All Whom These Presents May Concern:

JAMES H. HOSKINSON and DOVIE M. HOSKINSON

SEND GREETING:

Whereas, we , the said

James H. Hoskinson and Dovie M. Hoskinson

hereinafter called the mortgagor(s) in and by well and truly indebted to are

as follows:

certain promissory note in writing, of even date with these presents, our

M. R. HAMBY, JR.

hereinafter called the mortgagee(s), in the full and just sum of

), to be paid

The Sum of \$35.00 to be paid on the Principal on the 1st day of July, 1960, and the sum of \$35.00 on the 1st day of each month of each year thereafter until the principal is paid in full.

, with interest thereon from January 1st, 1961

at the rate of Three (3%) to be paid monthly

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 convenant 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.

, the said mortgagor(s), in consideration of the said debt and sum of money NOW, KNOW ALL MEN, That 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 M.R. Hamby, Jr., his heirs and assigns, forever:

All that lot of land with the buildings and improvements thereon, situate on the Southwest side of LeGrand Blvd. in the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 55 on plat of Sherwood Forest, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "GG", Pages 2 and 3 (also recorded in Plat Book "GG", Pages 70 and 71) and having according to the said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwest side of LeGrand Blvd. at the joint front corner of Lots No.55 and 56 and running thence with a line of Lot No.56, S. 40-49 W., 160 feet to an iron pin; thence N. 43-31 W., 70.35 feet to an iron pin; thence along the line of Lot No. 28, N. 40-49 E., 152.8 feet to an iron pin on the Southwest side of LeGrand Blvd.; thence with the Southwest side of LeGrand Blvd., S. 49-11 E., 70 feet to the beginning point.

This mortgage is junior in rank to the lien of that mortgage given by M.R. Hamby, Jr. to General Mortgage Co., August 28, 1958, in the amount of \$11,350, recorded in Mortgage Book 757, Page 211.

This is the same property conveyed to the mortgagors by deed of M.R. Hamby, Jr., to be recorded herewith.

Paid in Quee.

844. 5, 1963 SATISFIED AND CANCELLED OF RECORD R. M. C. FOR GREENVILLE COUNTY, & M.R. Hamber Araio Horchock P. M. No. GB 39