

MORTGAGE OF REAL ESTATE

BAND & WHITE, PRINTERS, SPARTANBURG, S. C. 14822

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, John McHardy Mauldin, of the City of Greenville, in the County of Greenville, State of South Carolina,
WHEREAS, I, the said John McHardy Mauldin

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Wm. S. Mauldin

in the full and just sum of Two Thousand (\$2,000.00) Dollars to be paid: in or before October 9, 1945

out in full which this mortgage secures
with interest thereon from date subject to provision at at the rate of 4 1/2 per cent. per annum, to be computed and paid semi-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, then 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; said note further providing for an attorney's fee of 10% of the amount due 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 the said note, reference being thereunto had, will more fully appear

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and her Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in _____ County, State aforesaid,

All my undivided one-fifth (1/5th) interest in and to

All that certain lot of land situate, lying and being on the Southwest corner of Main and Washington Streets, in the City of Greenville, in Greenville Township, in the County of Greenville and State of South Carolina, and having the following metes and bounds, to-wit:

Beginning at the corner of lot now or formerly owned by S. H. Davis on Main Street, and running thence up Main Street 105 and 7/10ths feet to Washington Street, thence with Washington Street 120 feet 5 inches to corner of lot formerly known as "Haley's lot", thence 105 and 7/10ths feet to corner of lot now or formerly owned by S. H. Davis, thence with said Davis line 120 feet, 5 inches to the beginning corner.

It is understood and agreed that this mortgage is junior in lien to the mortgage executed by Caroline S. Howland, et al. to New York Life Insurance Company, in the principal sum of \$42,000.00, dated December 13, 1935, and recorded in the R. M. C. Office for Greenville County in Book of mortgages "64" at Page 206, and is equal in priority with two similar mortgages in the sum of \$2,000.00 this date executed by me, One to Caroline S. Howland, and the other to Nellie S. Mauldin, as General Guaranty of William S. Mauldin, and is executed in compliance with and subject to provision of the judgment contained in Judgment Roll C-5424.

RECORDED
AT 3:47
DAY OF OCTOBER 1945