

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, D. E. Hudson, of Greenville County, South Carolina SEND GREETINGS:

WHEREAS I the said D. E. Hudson

in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., in the full and just sum of TWELVE HUNDRED, SEVENTY-FIVE & NO/100 (\$ 1275.00 ) Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in installments of THIRTEEN & NO/100

( \$ 13.00 ) 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 reasonable 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.

NOW, KNOW ALL MEN, That I the said D. E. Hudson

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., according to the terms of said note, and also in consideration of the further sum of Three Dollars to me the said D. E. Hudson

in hand well and truly paid by the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., 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,

in Greenville Township, being in subdivision known as "City View" near the City of Greenville, on the eastern side of Y. M. C. A. Street, known and designated as Lot No. 3, of Block D, on plat of property of City View Land Company made by F. G. Rogers, C. E., recorded in the R. M. C. Office for Greenville County in Plat Book "A" at Page 327, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Y. M. C. A. Street, corner of Lot No. 4, and running thence with the line of said lot, N. 89-30 E. 278 feet to an iron pin; thence N. 13-3/4 W. 50 feet to an iron pin, rear corner of Lot No. 2; thence with the line of said lot, S. 89-30 W. 269 feet to an iron pin on Y. M. C. A. Street; thence with the eastern side of Y. M. C. A. Street, S. 0-45 E. 50 feet to the beginning corner; being the same property conveyed to D. E. Hudson by S. S. Barnett by deed dated September 24, 1937, recorded in the R. M. C. Office for Greenville County in Book of Deeds "197" at Page 268.

STATE OF SOUTH CAROLINA, )  
COUNTY OF GREENVILLE. ) WAIVER.

For value received, Liberty Life Insurance Company, of Greenville, S. C., the owner and holder of a certain mortgage executed by D. E. Hudson to S. S. Barnett, dated September 24, 1937, in the sum of \$200.00, and recorded in Book of Mortgages "262" at Page 231, said mortgage having been subsequently assigned to Liberty Life Insurance Company, hereby waives the lien of said mortgage in favor of the within mortgage executed to Fidelity Federal Savings and Loan Association, and consents that the lien of its mortgage shall be junior in lien to that of the mortgage of Fidelity Federal Savings and Loan Association in the sum of \$1275.00.

In Witness whereof, Liberty Life Insurance Company has caused this instrument to be signed by its duly authorized officers at Greenville, South Carolina, this the 7th day of March, A. D. 1939.

Signed, sealed and delivered in presence of: LIBERTY LIFE INSURANCE COMPANY  
Robt. D. Ritchie BY: W. Frank Hipp, President  
Robert R. Scales, Jr. And H. L. Vogel, Secretary

STATE OF SOUTH CAROLINA, )  
COUNTY OF GREENVILLE. )

Personally appeared before me Robt. D. Ritchie, who, upon being first duly sworn, says: that he saw W. Frank Hipp, as President and H. L. Vogel, as Secretary of Liberty Life Insurance Company, sign, seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he, with Robert R. Scales, Jr., witnessed the execution thereof.

Sworn to and subscribed before me this 7th day of March, A. D. 1939. Robt. D. Ritchie  
Robert R. Scales, Jr. (SEAL)  
Notary Public for State of S. C.