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MORTGAGE OF REAL ESTATE—Form Prepared by Haynsworth & Haynsworth, Attorneys at Law, Greenville, S. C.

The State of South Carolina,

County of GREENVILLE.

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## To All Whom These Presents May Concern:

I, CLARENCE M. FORTNER

SEND **GREETING:** 

Whereas, Ι , the said CLARENCE M. FORTNER

in and by certain promissory

note in writing, of even date with these

well and truly indebted to The First National Bank of Greenville, S. C., as Trustee for Lessie P. Hill under agreement dated January 22, 1951.

in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, with interest at the rate of Six (6%) Per Cent per annum, said principal sum and interest xx becaute being payable in monthly installments of Fifty (\$50.00) Dollars each, beginning on the 1st day of March, 1951 and on the 1st day of each month of each year thereafter until said principal sum and accrued interest are paid in full. The aforesaid monthly payments of Fifty (\$50.00) Dollars each are to be applied first to interest at the rate of Six (6%) per cent per annum on the principal sum of \$1,500.00 or so much thereof as shall from time , which was not the balance of each monthly payment shall be applied on account of principal. 

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; 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 his or 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 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 I , the said Clarence M. Fortner

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said The First National Bank of Greenville, S. C., as Trustee for Lessie P. Hill under agreement dated January 22, 1951

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me , the said Clarence M. Fortner

, in hand well and truly paid by the said The First National Bank of Greenville, S. C., as Trustee for Lessie P. Hill under agreement dated January 22, 1951, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said The First National Bank of Greenville, S. C., as Trustee for Lessie P. Hill under agreement dated January 22, 1951, its successors and assigns forever:

All that certain piece, parcel or lot of land on the West side of D Street, in Section No. 6 of Judson Mills Village, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 55 as shown on a plat of Section No. 6 of Judson Mills Village, made by Dalton & Neves, Engineers, November, 1941, which plat is recorded in the R. M. C. Office for Greenville, S. C. in Plat Book K at pages 106 and 107, and having according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the West side of D Street, joint front corner of Lots Nos. 55 and 56, and running thence with the line of Lot No. 56 S. 38-20 W. 76.6 feet to an iron pin joint rear corner of Lots No. 60 and 61; thence with the rear line of Lot No. 61, S. 1-37 E. 70 feet to an iron pin, joint corner of Lots Nos. 54, 55, 61 and 62; thence with the line of Lot No. 54; N. 88-20 E. 76.6 feet to an iron pin on the West side of D Street; thence with the West side of D Street N. 1-37 W. 70 feet to the beginning corner

The above described property is the identical property conveyed to the

der agreement 53