

FILED

GREENVILLE CO. S. C.

State of South Carolina,

JUL 18 5 16 PM 1952

COUNTY OF GREENVILLE

GULLIE FAIRBANKS  
R. M. C.

WE, HOYT M. SANDERS AND ANNIE L. S. SANDERS, SEND GREETING:  
WHEREAS, we the said HOYT M. SANDERS AND ANNIE L. S. SANDERS,

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to HUBERT L. KELLEY AND MARY F. KELLEY

in the full and just sum of Seven Hundred Twenty-one and 89/100 (\$ 721.89) DOLLARS, to be paid at

interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 15th day of August, 1952, and on the 15th day of each month of each year thereafter the sum of \$ 15.00

interest and principal of said note, said payments to continue until said interest and principal are paid in full

monthly payments of \$ 15.00 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$ 721.89

so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

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 (10%) per cent, of the indebtedness as attorneys' 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 Hoyt M. Sanders and Annie L. S. Sanders

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Hubert L. Kelley and Mary F. Kelley according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said Hoyt M. Sanders and Annie L. S. Sanders in hand and truly paid by the said Hubert L. Kelley and Mary F. Kelley

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 Hubert L. Kelley and Mary F. Kelley:

All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Dunean Mills Village, Greenville County, South Carolina, and being more particularly described as Lot No. 85, Section 4, as shown on a plat entitled "Subdivision for Dunean Mills, Greenville, S. C.," made by Pickell & Pickell, Engineers, Greenville, S. C., on June 7, 1948, revised June 15, 1948, and August 7, 1948, and recorded in the R. M. C. Office for Greenville County in Plat Book S, at pages 173-177, inclusive. According to said plat the within described lot is also known as No. 60 Hutchins Street and fronts thereon 52 feet.

This is the identical property this day conveyed to the mortgagors herein by the mortgagees herein, and this mortgage is given to secure a portion of the purchase price.

This mortgage is second and junior in lien to a mortgage in the original principal sum of \$3,000.00 given by the mortgagees herein to Liberty Life Insurance Company March 1, 1949, and recorded in the R. M. C. Office for Greenville County in Mortgage Book 417, at page 501.