

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

MORTGAGE OF REAL ESTATE  
STATE OF SOUTH CAROLINA,  
County of Greenville,

James E. Howard

SEND GREETING:

WHEREAS, I the said James E. Howard

in and by my certain promissory note in writing, of even date with these presents AM well and truly indebted to W. R. Hale, as Trustee in the full and just sum of Three thousand (\$3,000.00) DOLLARS, to be paid in Greenville, S. C., together with 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 20th day of July, 1946, and on the 20th day of each month thereafter the sum of \$30.00 to be applied on the interest and principal of said note, said payments to continue until the interest and principal is paid in full; the balance of said principal and interest to be due and payable on the 10th day of each month; the aforesaid monthly payments of \$30.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$3,000.00 or 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 I the said James E. Howard in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. R. Hale, as Trustee according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to James E. Howard the said W. R. Hale, as Trustee in hand and truly paid by the said James E. Howard 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 W. R. Hale, as Trustee

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate on the North side of Edgemont Road in the subdivision known as Riverside Farms, near the City of Greenville in the County of Greenville, State of South Carolina, being known as a part of lot 33 of Plat of Riverside Farms made by P. H. Foster, Surveyor, August 1907 and having, according to a recent survey made for L. E. Black by R. E. Daston, April 1944, recorded in the Plat Book O, page 1, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Edgemont Road, said pin being 70 feet West from the Northwest Corner of the intersection of Edgemont Road and Hill Street and running thence N. 10-15 E. 354.4 feet to an iron pin; thence N. 53-48 W. 225.8 feet to an iron pin; then S. 26-09 W. 379.8 feet to an iron pin on the North side of Edgemont Road; thence with the North side of Edgemont Road S. 64-08 E. 318 feet to the beginning corner.

This is the same property conveyed to me by deed of L. E. Black dated May 20, 1944, recorded in the R.M.C. Office for Greenville County in Deed Book 264, page 52.

SATISFIED AND CANCELLED OF RECORD  
21 DAY OF August 1946  
B. E. Rainey  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
AT 3:59 O'CLOCK P. M. NO. 14199