

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

KEYS PRINTING CO., GREENVILLE, S. C.

THE STATE OF SOUTH CAROLINA. } For Subordination Agreement, See R.E.M. Book 357, Pg. 2  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Richard D. Wooten and Sara P. Wooten SEND GREETINGS:

Whereas, we the said Richard D. Wooten and Sara P. Wooten

in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to James J. Smith

in the full and just sum of One Thousand Dollars (\$1000.00)

to be paid in monthly installments of Twenty-Five Dollars (\$25.00) commencing with 1 May 1946 and continuing until paid in full, with interest thereon at the rate of 4% from date, to be computed semi-annually, the payment of which is to be included in the monthly payment of Twenty-five Dollars.

*See R.E.M. Book 357 page 44*

with interest thereon from X at the rate of X per centum per annum, to be computed and paid X

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, 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 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 Richard D. Wooten and Sara P. Wooten, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said James J. Smith

RECORDED AND CANCELLED BY RECORDS OFFICE DAY OF Feb 20 1946 P.M.C. FOR GREENVILLE COUNTY, S.C. No. 21368

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Richard D. Wooten and Sara P. Wooten in hand well and truly paid by the said James J. Smith

at and before 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 Richard D. Wooten and Sara P. Wooten

All that certain piece, parcel or lot of land situate, lying and being on the Southwest side of East Avondale Drive near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 15 of Block H. on plat of Northgate Subdivision revised by R. E. Dalton, Engineer, May 1939 and recorded in the R.M.C. Office for Greenville County in Plat Book M at page 13, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwest side of East Avondale Drive at joint front corner of Lots 14 and 15 of Block H, and running thence along the Southwest side of East Avondale Drive in a Southerly direction 150 feet to an iron pin at joint front corner of Lots 15 and 29 of Block H; thence with the line of Lot 29 in a Westerly direction 190 feet to an iron pin; thence along the rear line of Lot 26 in a Northerly direction 50 feet to an iron pin at joint rear corner of lots 14 and 15 of Block H; thence with the line of Lot 14 in an Easterly direction 160.8 feet to an iron pin on the Southwest side of East Avondale Drive, the beginning corner.

This being the same property conveyed to the mortgagor by deed of the mortgage to be recorded.

This is a purchase money mortgage but the parties agree that this shall be a second mortgage in that it shall be junior to the mortgage to be given by the mortgagor to the Fidelity Federal Savings and Loan Association.

The right is reserved to the mortgagor to anticipate at any time.