

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

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

WE, JAMES N. COTHRAN AND LILLIAN C. COTHRAN

SEND GREETING:

WHEREAS, we the said James N. Cothran and Lillian C. Cothran

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to John W. Ray and Evelyn M. Ray in the full and just sum of Five Thousand Ninety One & 32/100 (\$5,091.32) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 25th day of December 1946, and on the 25th day of each month of each year thereafter the sum of \$ 21.95 to be applied on the interest and principal of said note, said payments to continue up to and including the 25th day of October 1951, and the balance of said principal and interest to be due and payable on the 25th day of November 1951; the aforesaid monthly payments of \$ 21.95 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 5,091.32 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 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 James N. Cothran and Lillian C. Cothran in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said John W. Ray and Evelyn M. Ray according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said James N. Cothran and Lillian C. Cothran in hand and truly paid by the said John W. Ray and Evelyn M. Ray at and before the signing of these presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released unto the said John W. Ray and Evelyn M. Ray, their heirs and assigns forever:-

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina and improvements thereon situate, lying and being on the West side of Augusta Street in the block between Sullivan and Hammett Street, and having the following metes and bounds, to-wit: ~~---All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina and improvements thereon situate, lying and being on the West side of Augusta Street in the block between Sullivan and Hammett Street, and having the following metes and bounds, to-wit:~~

~~BEGINNING at an iron pin on the West side of Augusta Street at Northeast corner of Lot now or formerly of Mrs. S. L. Stone, and running S. 10-3/4 W. 50 feet; thence thence S. 10-3/4 E. 50 feet to an iron pin at the Northwest corner of Lot now or formerly of Mrs. S. L. Stone; thence with said Stone line N. 88-00 E. 200 feet, more or less, to the beginning corner on Augusta Street.~~

This is the same property conveyed to us by deed of John W. Ray and Evelyn M. Ray by deed of even date herewith and this mortgage is given to secure the unpaid portion of the purchase price. Said mortgage is, however, junior in rank to the lien of that mortgage given by John W. Ray and Evelyn M. Ray to Franklin National Life Insurance Co. dated May 18, 1946 recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 345, Page 268 on which there is due \$4,837.60

For value received we hereby assign transfer and set over unto L. A. Moseley, an interest amounting to \$497.50 in the within mortgage and the note secured thereby this the 9th day of January, 1947.

Witness:
Margaret M. Lerary.
Patrick C. Fant.

John W. Ray.
Evelyn M. Ray.

Assignment Recorded January 14th, 1947 at 5:00 P.M. # 980.