

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Benny Frank Yates, of Greenville County

SEND GREETINGS:

WHEREAS I, the said Benny Frank Yates

in and by my certain promissory note, in writing, of even date with these presents am well and truly indebted to

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, in the full and just sum of SIX THOUSAND AND NO/100 - - - -

( \$ 6,000.00 ) Dollars, with interest at the rate of <sup>four (4%)</sup> ~~six (6%)~~ per centum per annum, to be repaid in instalments of FORTY AND NO/100 - - - -  
(\$ 40.00 ) Dollars upon the first

day of each and every calendar month hereafter in advance, until the full principal sum, with interest has been paid, said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for ten (10%) per centum attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said Benny Frank Yates

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., according to the terms of said note, and also in consideration of the further sum of Three Dollars to me

the said Benny Frank Yates

in hand well and truly paid by the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., at and before the 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., the following described property to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in Ward One of the City of Greenville, fronting on the south side of

Harvley Street, and being known and designated as Lot No. 19, on a plat of the Cunningham property recorded in the R.M.C. Office for Greenville County in Plat Book E, at page 214, and having, according to said plat, the following metes and bounds, to-wit:-

"BEGINNING at an iron pin on the south side of Harvley street at a point approximately 380 feet east of the southeast intersection of Harvley street with Rutherford Street, corner of lot now or formerly owned by Lem Young, and running thence along the line of Harvley Street, S. 88-04 E. 50 feet to an iron pin, corner of Lot No. 18; thence S. 1-56 W. 138.6 feet to an iron pin on Bull's alley; thence along the northern side of Bull's alley, N. 87-43 W. 48.5 feet to an iron pin; thence N. 1-19 E. 138.4 feet to the beginning corner on the south side of Harvley Street Being the same lot conveyed to me by Annie L. McPherson by deed of even date herewith, not yet recorded.

PAID, SATISFIED AND CANCELLED  
First Federal Savings and Loan Association  
of Greenville, S. C.

Witness  
Ray Davis  
Jan 21 1959  
Ann Reaphant

SATISFIED AND CANCELLED OF RECORD  
22 DAY OF Jan 1959  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
9:26 O'CLOCK A.M. NO. 18578