

MORTGAGE OF REAL ESTATE

The State of South Carolina, }

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. H. Kay

SEND GREETING:

WHEREAS, I, the said J. H. Kay, in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to M. H. Gardner

in the full and just sum of Nineteen Hundred and 93 (\$1900.93) Dollars, to be paid \$25.00 per month, beginning one month from date hereof, and thereafter each month until the full amount has been paid. Failure to make any payment when due shall render the whole amount immediately due and payable. Said \$25.00 is to apply first to interest and then to principal at the rate of 6 per cent. per annum to be computed and paid monthly.

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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; said note further providing for an attorney's fee of Ten Per Cent.

besides all costs and expenses of collection, to be added to the amount due on the said note, 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 the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That, the said J. H. Kay, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said M. H. Gardner

according to the terms of the said note, and also in consideration of the further sum of Dollars, to the said J. H. Kay, in hand well and truly paid by the said M. H. Gardner # 4770

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 M. H. Gardner, his heirs and assigns:

All that certain piece, parcel or tract of land, situate lying and being in the city of Greenville, Mulberry Township, Greenville County, State of South Carolina, known as 309 Mulberry Street, having a frontage on Mulberry Street, of 75 feet more or less, and a depth of 85 feet more or less and containing 6375 sq. feet more or less, and being the same lot of land conveyed to Eva Kroppin by deed dated May 31 1926 recorded in P. M. C. office for Greenville County, in Vol 107 page 300 and is the same tract conveyed to me by deed of even date and not yet recorded. This is a purchase money mortgage.

M. H. Gardner # 4770
Office for Greenville County, S.C.
RECORDED
INDEXED
MAY 31 1926
CANCELED