

MORTGAGE OF REAL ESTATE

BAND & WHITE, PRINTERS, SPARTANBURG, S. C. 148732

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN

I, *H. F. Tate*

SEND GREETING:

WHEREAS, I, *H. F. Tate*

in and by *my* certain *promissory* note in writing, on *the* date with these presents *am* well and truly indebted to *Frank H. Earle*

in the full and just sum of *four hundred fifty* (\$450.00) Dollars to be paid: *one year* which *after date*

and the note satisfied this date
J. Rolfe Babb, Guardian

SATISFIED AND CANCELLED
JUNE 15th 1938
ALLIE J. JARRETT
A. M. C. IN GREENVILLE COUNTY S. C.
AT 11:22 O'CLOCK
#6346

with interest thereon from *date* at the rate of *seven* per cent. per annum, to be computed and paid *semi-annually*

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, 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 of the amount due*, 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 the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, *H. F. Tate*, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, *Frank H. Earle*, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor, *H. F. Tate*, in hand well and truly paid by the said Mortgagee, *Frank H. Earle*, 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 and release unto the said Mortgagee, *Frank H. Earle*, and

his Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in *Greenville* County, State aforesaid,

on the west side of Paris Mountain Road and south side of Charles Street, and being lots nos. 64, 65, 66 and 40 feet of lot no. 67 of Newlands represented by a plat recorded in Plat Book 6, page 199, R. M. C. Office for Greenville County, having the following metes and bounds, to-wit:

Beginning at the edge of Paris Mountain Road 10 feet north from the corner of lot no. 68 and running thence N. 3-37 20.140 feet to the corner of Charles Street, thence along the south side of Charles Street S. 86-42 20.150 feet to the corner of lot no. 63, thence with the line of lot no. 63, S. 3-37 E. 150 feet to a pin; then N. 86-42 E. 150 feet to the beginning corner.

This is the same land conveyed to me, the said H. F. Tate, by Lula Terne by deed of even date herewith to be recorded.

Greenville, S. C. Dec. 8, 1937.

For value received I hereby assign this mortgage and the note it secures to J. Rolfe Babb, Guardian, without recourse on me.

Witnesses

H. K. Townes
Sarahy Stephens

Frank H. Earle

Assignment Recorded Dec. 9, 1937 at 1.50 P.M. #14707