

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Janie Davis, of the County of Greenville, State of South Carolina.

SEND GREETING:

WHEREAS, I, the said Janie Davis,

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

in the full and just sum of Five Hundred (\$500.00) Dollars to be paid: one year after date.

Paid In Full 1/29/44 W. M. Shelton

RECORDED AND CANCELLED OF RECORD 21st day of Jan. 1944 at the rate of 12% per annum in GREENVILLE COUNTY, S. C. J. M. [Signature]

with interest thereon from date annually per cent. per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at same rate as principal; and any person of whom 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 (10) 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 Mortgagee in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these Presents do grant, bargain and release unto the said Mortgagee, and his Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Gantt Town-

ship Greenville County, State aforesaid,

About 6 miles from Greenville, S. C., and is the same tract of 1ct deeded to Janie Davis by Hattie Davis, by deed recorded in the R. M. C. Office for Greenville County in Vol. 28, at page 300, and having the following metes and bounds, to-wit:

Beginning at a stone 3x on T. P. McWhite's line and 3x of Samuel Davis tract, and runs thence with said McWhite line, S. 51-45 E. 30.88 chs. to stone 3x, 3x of Richard Davis's tract; thence N. 40-30 E. 26.10 to sweet gum 3x; thence N. 83-15 W. 22.00 to hickory 3x Elliott Cureton 3x; thence N. 83-15 W. 6.53 to stone in field near house; thence S. 24-15 W. 2.50 to stone 3x; thence N. 80 W. 10.18 to stone 3x and on to Samuel Davis's line; thence with said Samuel Davis's line S. 24-15 W. 4.22 to the beginning 3x; containing 50 acres, be the same more or less, and is bounded by the lands of Hattie Davis, Elliott Cureton, Richard Davis, et al.

State of South Carolina } County of Greenville }

Waiver

For and in consideration of the sum of \$554.98, receipt of which is hereby acknowledged, I hereby waive the lien of the within mortgage in favor of L. B. McDaniel and agree that the mortgage, executed by Janie Davis to L. B. McDaniel dated February 15, 1936, in the sum of \$600.00 shall be prior in lien to this mortgage, and the lien of this mortgage is hereby postponed in favor of said mortgage.

Witness my hand and seal this the 21 day of February, 1936.

Signed, sealed and delivered in the presence of: Kitty Brown J. L. Love

W. M. Shelton (L. B.)

State of South Carolina } County of Greenville }

Personally appeared before me Kitty Brown who upon being first duly sworn, saw that one said the within named W. M. Shelton, sign, seal and as his act and deed, deliver the within written waiver for the uses and purposes therein mentioned, and that she with above mentioned her signature thereon sworn to and subscribed before me this the 21st day of February A. D. 1936.

Kitty Brown Notary Public for S.C. Waiver Recorded February 21st, 1936 at 11:50 A.M. #1822.