MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 46399

THE STATE OF SOUTH CAROLINA, } TO ALL WHOM THESE PRESENTS MAY CONCERN:
County of Greenville.

I, Arthur S. Agnew

SEND GREETING:

WHEREAS, I, the said Arthur S. Agnew

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

in the full and just sum of Seven Hundred

Dollars, to be paid June 25th, 1928

with interest thereon, from date 1926 at the rate of 8% per cent. per annum, to be computed and paid yearly

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 percent

besides all costs and expenses of collection to be added to the amount due on 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, as will more fully appear.)

This mortgage and note given to secure Helen Magedale

Satisfied and cancelled this 30 day of March 1928

Witness: H. C. McGee, E. E. Nicholson

NOW, KNOW ALL MEN, That I, the said Arthur S. Agnew

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Helen Magedale

according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me, the said Arthur S. Agnew

in hand well and truly paid by the said Helen Magedale

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 Helen Magedale her heirs and assigns:

All that certain piece, parcel and tract of land lying and being situate in Greenville township, County and State aforesaid on branch waters of Richland Creek of Reedy River and on the East side of Piney Mountain containing 135 acres more or less, and having the following metes and bounds, to-wit: Beginning at a stone thence N. 4 3½ W. 21.82 to a stone; thence S. 29½ W. 2.27 to a stone; thence S. 45-3/4 W. 1.50 to a stone; thence S. 26 E. 22.02 to a stone; thence N. 45 4 E. 17.65 to the beginning corner. Said tract of land being contained by plat made by Rosa A. Marshbanks and my dead of W. F. Hunt, Jno. Estes and others and being the same tract as was heretofore conveyed to Rosa A. Marshbanks by deed of J. E. Marshbanks dated Feb. 25th, 1911 and recorded in the Office of the Register of Mesne Conveyance for Greenville County in deed Book 62, at page 312.

Also all those certain pieces of land being described and designated as numbers 26, 27, 28, 29, 30, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78 and 79 said lots being situated on Lake Drive and Piney Road near Piney Mountain; also all those certain pieces of land being described and designated as numbers 21, 22, 23, 24, 30, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 54, 55, 56, 57 and 58, said lots being near Piney Mountain and adjoining the lots first mentioned above; also those certain two lots or parcels of land being described and designated as lots numbers 24 and 25 lying situated on Piney Road near Piney Mountain and adjoining other lots mentioned above. All of the above mentioned lots are more particularly described and shown by plat made by Broad and Bedell Engineers dated August 20th, 1913 and recorded in the Office of R.M.C. for Greenville County, in Plat Book 5 at Page 20 and the lots herein conveyed have such metes, courses and distances as is shown by said plat which reference is hereby made.

It is understood and agreed that this is a second mortgage upon the said tract of land there being a $7000. mortgage prior to this.