

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA,
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, H. J. Simmons of Greenville County, S. C.

SEND GREETING:

Whereas, I the said H. J. Simmons
in and by my certain promissory note in writing, of even date with these presents, am
well and truly indebted to Timothy Burton

in the full and just sum of One Hundred Eighty Four and 93/100

as follows: \$92.46 one year after date; and \$92.47 two years after date

Inter Record 22
6-40
6-8/37
E. Simmons
MASTER
See Judgment Roll

with interest thereon from Novmeber 1, 1938 at the rate of 6 per centum per annum, to be computed and paid 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, 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that I the said H. J. Simmons
in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said Timothy Burton

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

the said H. J. Simmons

in hand and truly paid by the said Timothy Burton,

at and before 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

Timothy Burton, his heirs and assigns forever:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, same known and designated as Lots Nos. 29, 30, 31, 32, and 33 on Plat of lands of American Bank and Trust Company, made by R. E. Dalton, Engineer, and recorded in the Office of R. M. C. for Greenville County in Plat Book F at page 44; said Lots Nos. 29, 30, and 31 being the same conveyed to Timothy Burton by American Bank and Trust Co. by its two deeds, one of which is dated Oct. 12, 1925 and recorded in Vol. 96 at page 564, and the other of which is recorded in Vol. 96 at page 569 and dated Jan. 30, 1926; said Lots Nos. 32 and 33 being the same conveyed to Timothy Burton by Julia D. Charles by her two deeds, one of which is dated Mar. 11, 1930 and recorded in Vol. 152 at page 161, and the other of which is dated Aug. 6, 1930 and recorded in Vol. 152, page 298. All of the above lots are the same conveyed to me this day by said Timothy Burton by his deed, to be recorded.

This is a second mortgage over the above described premises and junior to one given by said Timothy Burton over same to S. D. Colvin, Jr. in the original sum of Five Hundred Dollars and recorded in R. M. C. Office.

The within note and mortgage is herewith assigned to Owings + Robo as additional collateral to an indebtedness to them represented by note and chattel mortgage given by me to them in the year 1938. Said note and chattel mortgage is in the sum of \$347.02.

Dated November 15, 1938,

Timothy Burton,

*Witness
M. B. Chandler.*

Assignment Recorded Dec. 16th. 1938 at 9:30 A.M. # 14225

Attest Samuel R. M. C. at 9:30 A.M.

Cancelled of Record in Court in E. Simmons master

MAY 22 1940