

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF **Greenville** } ss:
TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. W. Kay,
Greenville, S. C.

WHEREAS, the Mortgagor is well and truly indebted unto

Aiken Loan & Security Company

3 SATISFIED AND CANCELLED OF
DAY OF **Jan 1945**
Sturtevant
R.M.C. OF GREENVILLE COUNTY, S.C.
12 O'CLOCK

organized and existing under the laws of **South Carolina**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Twenty-Two Hundred & no/100** Dollars (\$ **2,200.00**), with interest from date at the rate of **four and one-half** per centum (**4 1/2** %) per annum until paid, said principal and interest being payable at the office of **Aiken Loan & Security Company**, in **Florence, South Carolina**, or at such other place as the holder of the note may designate in writing, in monthly installments of **Twelve & 23/100** Dollars (\$ **12.23**), commencing on the first day of **November**, 19**40**, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **October**, 19**65**.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that certain piece, parcel or lot of land near the City of Greenville, in the County of Greenville, State of South Carolina, on the South side of Buist Avenue, being known and designated as Lot No. 12 of Oakhurst as shown on plat thereof made by Dalton & Neves, Engineers, October, 1936, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book I, at page 84, and having, according to said plat and a more recent survey entitled "Property of J. W. Kay", made by A. Newton Stall, Surveyor, August 10, 1940, the following metes and bounds, to-wit:-

Beginning at an iron pin on the South side of Buist Avenue, the joint corner of Lots No. 11 and 12, which iron pin is 174 feet in an easterly direction from the southeast intersection of Buist Avenue and Rutherford Road, and running thence with the south side of Buist Avenue, S. 65-16 E. 55 feet to an iron pin, joint corner of Lots No. 12 and 13; thence with the joint line of said lots, S. 30-49 W. 149 feet to an iron pin in line of Lot No. 17; thence with the lines of Lots No. 4 and 17, N. 65-16 W. 55 feet to an iron pin, joint rear corner of Lots No. 11 and 12; thence with the joint line of said lots, N. 30-49 E. 149 feet to the beginning corner.

Being the same lot of land conveyed to the mortgagor herein by W. C. Earnhardt and Charlotte W. Earnhardt, by deed dated May 19, 1938, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 204, at page 30.

State of South Carolina, } mortgage.
County of Greenville. } Recorded in Volume 295, Page 45, Assigned to the Life Insurance Company of Virginia by Assignment dated Nov. 18, 1940, recorded in Book 297, Page 4.
J. W. Kay to
Aiken Loan & Security Co

Received satisfaction in full of the mortgage as above stated, and we hereby authorize the Register Meane Comynance to enter this cancellation on the records.
Witness our hand and seal this 18th day of December, 1944.

In presence of
Otis P. Walker
Stuart Cooke
State of Virginia,
City of Richmond.



The Life Insurance Company of Virginia,
By **J. J. Townsend**, Vice President

Personally appeared before me **Stuart Cooke**, and made oath that he was present and saw **J. J. Townsend**, Vice President of the Life Insurance Company of Virginia, sign, seal and execute the above cancellation of mortgage, and that he with **Otis P. Walker** witnessed the execution of the same.

Sworn to before me this
19 day of December, 1944
H. McElwain King
Notary Public, Notary Public, for City
of Richmond, Virginia.
My commission Expires July 16, 1946.



Stuart Cooke

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

For Assignment to the Life Insurance Company of Virginia, Nov. 18, 1940, recorded in Book 297, Page 4.