

THE STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, **James D. Marler,**

SEND GREETINGS:

Whereas, **I** the said **James D. Marler**  
in and by **my** certain **promissory** note in writing, of even date with these presents, **am**  
well and truly indebted to **David B. Traxler and David G. Traxler**

in the full and just sum of **Eleven Hundred Ninety and No/100**  
(\$ **1190.00** ) Dollars, to be paid **as follows:**

**The sum of \$33.05 to be paid on the principal on the 6th day of June, 1943, and the sum of \$33.05 on the 6th day of each month of each year thereafter up to and including the 6th day of April, 1946, with the balance of principal remaining due to be paid on the 6th day of May, 1946,**

with interest thereon from **date** at the rate of **six** per centum per annum, to be computed and paid **annually**

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 in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' 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 **James D. Marler**

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said **David B. Traxler and David G. Traxler**

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, **me** the said **James D. Marler**

in hand well and truly paid by the said **David B. Traxler and David G. Traxler**

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said

**David B. Traxler and David G. Traxler, their heirs and assigns:**

**All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the southeast side of Fernwood Lane, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 16 on plat of Cleveland Forest made by Dalton & Neves, Engineers, May, 1940, and recorded in the R. M. C. Office for Greenville County, S.C., in Plat Book K at pages 45, 46 and 47, and having, according to said plat, the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the southeast side of Fernwood Lane at joint front corner of Lots No. 15 and 16, and running thence with the line of Lot No. 15 S. 25-16 E. 140.5 feet to an iron pin; thence N. 64-44 E. 60 feet to an iron pin; thence with the line of Lot No. 17 N. 25-16 W. 149.8 feet to an iron pin on the southeast side of Fernwood Lane; thence with the southeast side of Fernwood Lane S. 55-44 W. 60.7 feet to the beginning corner.**

*Handwritten notes and signatures:*  
- "and cancelled" (circled)  
- "16" (written near date)  
- "B. Traxler" (written near name)  
- "James D. Marler" (written near name)  
- "Witness" (written near signature)  
- "J. D. Marler" (written near signature)  
- "David B. Traxler" (written near signature)  
- "David G. Traxler" (written near signature)  
- "RECORDED AND CANCELLED BY" (stamp)  
- "#9882" (stamp)  
- "16" (stamp)  
- "DAY OF" (stamp)  
- "OFFICE OF THE CLERK OF COURTS" (stamp)  
- "GREENVILLE COUNTY, S.C." (stamp)  
- "OCTOBER 15 1943" (stamp)