

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,  
County of GREENVILLE

I, Kathryn Brown Mitchell

SEND GREETING:

WHEREAS, I the said Kathryn Brown Mitchell

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON AS TRUSTEE FOR PHILLIP GADSDEN, JR. in the full and just sum of FOUR THOUSAND and 00/100 (\$4000.00) DOLLARS, to be paid at its Banking Office in Greenville, S. C., together with interest thereon from date

hereof until maturity at the rate of Four (4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 2nd day of April, 1946, and on the 2nd day of each month of each year thereafter the sum of \$41.48, to be applied on the interest and principal of said note, said payments to continue up to including the 2nd day of February, 1956, and the balance of said principal and interest to be due and payable on the 2nd day of March, 1956; the aforesaid monthly payments of \$41.48 each are to be applied first to interest at the rate of Four (4%) per centum per annum on the principal sum of \$4000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 ten (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 Kathryn Brown Mitchell, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The South Carolina National Bank of Charleston as Trustee for Phillip Gadsden, Jr. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

the said Kathryn Brown Mitchell in hand and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, confirmed, released, quitclaimed, warranted, and by these Presents do grant, bargain, sell and release unto the said The South Carolina National Bank of Charleston, as Trustee for Phillip Gadsden, Jr., Its Successors and Assigns, Forever:-

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, and in Greenville Township, near the Eastern corporate limits of the City of Greenville, being known and designated as a portion of Lot No. 66 on plat of the Overbrook Land Company, recorded in Plat Book "E", pages 251 and 252, in the R.M.C. Office for Greenville County, said Lot of land having the following metes and bounds, to-wit:

BEGINNING at a stake on the North side of Overbrook Circle at the corner of a 10-foot alley; thence with the line of said alley N. 13-13 E. 170 feet more or less to a stake on corner of Lot conveyed by Annie H. Smith to L. W. Bundy by deed dated September 24, 1926, and running thence with the line of that lot S. 69-45 E. 129.9 feet to a stake on the West side of Overbrook Circle; thence with said street S. 11-30 W. 19.9 feet to a stake; thence S. 27-29 W. 49.9 feet to a stake; thence S. 48-17 W. 49.8 feet to a stake; thence S. 86-30 W. 49.8; thence S. 94-42 W. 49.9 feet to a stake at the beginning corner.

This is the same property conveyed in full and by deed of Ouida C. Burgess, dated May 21, 1934, recorded in the R.M.C. Office for Greenville County in Deed Book 176, page 69.

The debt hereby secured by this mortgage is satisfied in full and the Lien of this mortgage is cancelled this 8th day of August 1950.  
By: Isaac C. Burgess  
Witness: H.D. Wood

SATISFIED AND CANCELLED OF RECORD  
8 DAY OF AUGUST 1950  
R.M.C. FOR GREENVILLE COUNTY, S.C.  
AT 10:34 O'CLOCK P.M. NO. 31918