

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I J. D. Rutledge, as Trustee, under deed of Minnie B. Rutledge

SEND GREETING:

Whereas, I the said J. D. Rutledge, as Trustee as aforesaid

in and by my certain Promissory

note in writing, of even date with these presents, am well and truly indebted to W. R. Hale, Trustee, W. R. Hale, Jr. and W. R. Hale, Jr. in the full and just sum of Three thousand dollars (\$3000.00) Dollars

to be paid: as follows: \$150.00 of the principal at the end of the second, third, fourth and fifth years from date, and the balance of said principal at the end of the sixth year with privilege of anticipating the whole or any part thereof at any interest period. June 26th, 1934

at the rate of seven per cent. per annum, to be computed and paid semi-annually 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 per cent on said debt besides all cost and expenses of collection, to be added to the amount due on the said note and 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, will more fully appear.

NOW KNOW ALL MEN, That I, the said J. D. Rutledge, as Trustee, as aforesaid in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagees, equally

according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me the said J. D. Rutledge, as Trustee as aforesaid in hand well and truly paid by the said mortgagees

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

W. R. Hale, Trustee, W. M. Salem and W. R. Hale Jr. Trustee; All that piece, parcel or tract of land in the County and State aforesaid, on the Spartanburg Road, containing Ten + three quarters acres, conveyed to said Minnie B. Rutledge by Irvin B. Rutledge on Jan. 13, 1930, and recorded in Vol. 138 at page 351, R. M. L. Office for said County, and being the same conveyed to him by L. D. Latham, Jan. 2, 1912, recorded in Vol. 308, at page 546, and for a more complete description of same, reference is hereby craved to said deeds.

Also: All that piece, parcel or lot of land in the City of Greenville, in said County and State, on two streets north of, and near, said Spartanburg Road, (or North Street Extension) containing .915 of an acre, and conveyed to Mrs. Minnie B. Rutledge by J. D. Rutledge (the older) along with other property, on Jan. 15, 1916. See Vol. 33, page 410, Said R. M. L. Office.

This is the same lot which was formerly conveyed to said J. D. Rutledge and W. A. Bates by Oliver Sloan, and reference to each of said deeds is hereby craved;

There is no other mortgage, nor judgment, nor lien of any kind on said property, all prior debts to be taken up in this loan.

For value received I hereby assign, transfer and set over unto W. R. Hale, Trustee, my one third interest in the within mortgage, without recourse on me.

This, Sept. 27, 1938,
Witness
Robert A. Hammond
Mary Chandler,
W. R. Hale, Jr. "Trustee".

Assignment Recorded Jan. 2. 1939 at 10 a.m. #12.