622

Vol. 155. **Form 2**

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 30904

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

L. J. A. Foster

SEND GREETING:

WHEREAS, I, the said J. A. Foster

in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to A. D. L. Barksdale in the full and just sum of Twenty-five Hundred ($2500.00) Dollars, to be paid Ninety (90) days after date

with interest thereon from Date at the rate of 8 per cent. per annum, to be computed and paid Quarterly 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; and in case said note, after 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 J. A. Foster

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said A. D. L. Barksdale according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said J. A. Foster in hand well and truly paid by the said A. D. L. Barksdale 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

SATISFACTION

STATE OF SOUTH CAROLINA, GREENVILLE COUNTY

By Laurens Township

recorded in the office of Register of Mesne Conveyance in Book

Register

STATE OF SOUTH CAROLINA, GREENVILLE COUNTY

Personally appeared before me

and made oath that he saw the within named

sign, seal and deliver the within mortgage deed and that he with

witnessed the execution thereof.

SWORN to before me this day of

Record and Cancelled of

day of

All that piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, in the City of Greenville, and being a part of Lot No. 5 of the property of the Estate of David Hennen Bates, deceased, as shown on a plat made by R. E. Dalton, Engineer, dated September 15th, 1922, and recorded in the R. M. C. Office for Greenville County in Plat Book "C" at page 21 thereof, and having according to said plat the following metes and bounds, to-wit: Beginning at a point on the East side of Chestnut Street, said point being the joint front corner of Lots Nos 24 and 25 of said property of the Estate of David Hennen Bates, deceased, and running thence with the line of said Lots Nos 24 and 25 in an Easterly direction 58 feet (counted) to the joint rear corner of said Lots Nos 24 and 25; thence with the line of Lots Nos 24 and 23 N. 33-41 W. 138.8 feet to Church Street; thence with the said Church Street, S. 66-33 W. 91.1 feet to a stake; thence with the line of Lot No. 6 N. 23-27 E. 108 feet to Chestnut Street; thence along said Chestnut Street N. 23-27 E. 30 feet to the beginning corner, and being part of Lot No. 5.

Greenville, S. C. May 2, 1926

For Value Received I Hereby Assign And set over all of My interest in The within Mortgage And the Note which it Secures to David M. Ramsay.

L. M. Gaffney.

R. P. Austin.

A. D. L. Barksdale.

Assignment Recorded June 16th At 2:10 P. M. 1926.