

STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, **James H. Benson** executed unto **Paul E. Sisco** his note under date of February 7, 1940 for the sum of \$2450.00, which said note was secured by a mortgage of real estate. The former security has been released and this obligation is made in lieu thereof to hold and secure the said indebtedness, or so much thereof as may be due

in the full and just sum of **Twenty-four Hundred Fifty --- (\$2450.00)**

Dollars, in and by my certain promissory note in writing dated **February 7, 1940** of even date herewith, due and payable on the

Twenty-two and 50/100 (\$22.50) Dollars on March 15, 1940 and \$22.50 each and every month after date of the said note until the whole is paid. The said monthly payment is to include interest. So much thereof as is required is to be used in payment of said interest and the balance is to be applied on the principal.

with interest from **date** the rate of **5%** per centum per annum until paid; interest to be computed and paid **monthly** and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I, the said **James H. Benson**

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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 **Paul E. Sisco**

all that tract or lot of land in **Township Greenville County, State of South Carolina.**

All that certain piece, parcel or lot of land lying and being situate in Chick Springs Township, Greenville County and State of South Carolina, located about four miles north of the City of Greenville, near Paris, and being known and designated as lot No. 4 on a plat of the Elranza C. Howard property as made by Dalton & Neves, Engineers, in March 1939 and recorded in the office of the R. M. C. for Greenville County in Plat Book J at page 61. The said lot is specifically described by courses and distances as follows, to-wit:- BEGINNING at a point on the east side of Circle Street (unnamed on the plat) at joint corners of lots 3 and 4 and running thence along the joint line of lots 3 and 4 S. 82-40 E. 235.8 feet to the rear joint corners of the two said lots; thence S. 7-20 W. 75 feet to corner on lot No.5; thence N. 82-40 W. 235.8 feet along the joint line of lots 4 and 5 to Circle Street; thence along the east side of Circle Street N. 7-20 E. 75 feet to the beginning corner. This said lot was conveyed to me by Paul E. Sisco as of this date and this obligation is made to secure a balance due on the purchase price. This mortgage is given to take the place of another mortgage in the same amount which bears date February 7, 1940 and is recorded in the office of the R. M. C. for Greenville County in Mortgage Book 302 at page 199. The note which was given to secure that mortgage has not been paid but is being retained by the mortgagee and is to be secured by this mortgage rather than the one executed on February 7, 1940.

*Satisfied and canceled
May 30, 1944.
C. Johnson, as Trustee
M. M. McFee Trustee*

#5837
RECORDED & INDEXED
MAY 1 1944
DAY OF
OFFICE
R. M. C. OF GREENVILLE COUNTY, S. C.
11:00 O'CLOCK

for Assignment see A. E. M. Book 318 Page 36