

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

DEC 2 10 15 AM 1966
TITLE TO REAL ESTATE

BOOK 687 PAGE 475

OLLIE FANNINGWORTH

WHEREAS, the Grantee is the legal owner and holder of that certain note dated March 16, 1959, executed by James H. Alexander and Sarah A. Alexander to Sumner G. Whittier, as Administrator of Veterans Affairs, in the principal sum of EIGHT THOUSAND SEVEN HUNDRED and No/100 (\$8,700.00) DOLLARS, secured by a mortgage dated March 16, 1959, recorded on March 16, 1959, in the office of the R.M.C. for Greenville County, South Carolina, in Mortgage Book 779, at Page 101, and covering the real estate hereinafter described; and

WHEREAS, the Grantor has defaulted in the payment of the said note according to its terms and is unable to adjust the said obligation upon which there is due the principal sum of EIGHT THOUSAND FIVE HUNDRED FORTY-FIVE and 38/100 (\$8,545.38) DOLLARS, with interest thereon from August 16, 1961, at the rate of 4 3/4% per annum; and

WHEREAS, because of the said uncured default, the Grantee is about to foreclose the said mortgage; such foreclosure is imminent; and if it is maintained, there will accrue an attorney's fee and other costs properly allowable by the Court, which expense will increase the said indebtedness; and

WHEREAS, in order to eliminate the additional expense of foreclosure and to avoid the entry of a personal judgment against the Grantor for any deficiency, the parties hereto, at the voluntary request of the Grantor, have mutually agreed that for and in consideration of the execution and delivery of this deed, the Grantor herein and the co-signer of the note shall be fully released and discharged from any further personal liability under the terms of the said note and mortgage, which forthwith shall be duly satisfied and cancelled;

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That I, James H. Alexander, of the County of Greenville, in the State of South Carolina, in consideration of the premises and the sum of FIVE and No/100 (\$5.00) DOLLARS to me in hand paid at and before the sealing and delivery of these presents by J. S. Gleason, Jr., as Administrator of Veterans Affairs, (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents to grant, bargain, sell and release unto the said J. S. Gleason, Jr., as Administrator of Veterans Affairs, and unto his successors in such office, as such, and to his or their assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, near the City of Greenville, on the Western side of McClain Avenue, being shown as lot No. 7 on plat of property of Talmer Cordell recorded in Plat Book Z at Page 113, R.M.C. Office for Greenville County, and being more particularly shown on Plat of the property of James H. Alexander prepared by J. C. Hill, dated January 16, 1959, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of McClain Avenue, at the front corner of lot # 8, and running thence with the line of said lot, S. 76 W. 154.6 feet to an iron pin; thence N. 14 W. 55 feet to an iron pin at the rear corner of lot No. 6; thence with the line of said lot, N. 76 E. 153.7 feet to an iron pin on the Western side of McClain Avenue; thence with the Western side of said Avenue, S. 14-58 E. 55 feet to the beginning corner.

The above described premises being the same conveyed to James H. Alexander by Mildred C. Seaborn by deed of March 16, 1959.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the property herein granted and transferred unto the said J. S. Gleason, Jr., as Administrator of Veterans Affairs, and unto his successors in such office, as such, and his or their assigns, forever.

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