

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

Whereas, *F. S. Kinsey*

This Mortgage Assigned to *S. C. National Bank* on *6th* day of *Oct.* 1943. Assignment recorded in Vol. *322* of R. E. Mortgage on Page *46* # *9748*

of the County of *Greenville*, in the State aforesaid (hereinafter referred to as the "mortgagor") in and by a certain principal promissory note or notes (hereinafter referred to as "notes," whether one or more) in writing (designated thereon as "first mortgage real estate bonds"), due as follows: *to be paid one year from date*

*The Debt hereby Secured is fully and the Lien of this Mortgage is Satisfied this 26th day of June 1944 by Mrs. E. Henderson & Co., Wilson, S. C.*

*RECEIVED AND CANCELLED BY Office of the Register of Deeds, S. C. FOR GREENVILLE COUNTY, S. C. 11:50 A.M. 6/26/44*

annually as follows: *one year from date*

and just sum of *Three Thousand Nine Hundred Dollars* (hereinafter referred to as the "mortgage") in the full Dollars,

(*\$ 3,900.00*); all of said notes bearing even date herewith and bearing interest from *date* at the rate of *six* 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 rate of *six* per cent. per annum; it being hereby agreed that each of said notes shall bear interest after maturity or after default in payment at the rate of *six* per cent. per annum, to be computed *annually* annually, all interest not paid when due to bear interest at the rate of *six* per cent. per annum; and that both principal and interest shall be paid in United States gold coin of the present standards of weight and fineness; all the terms and covenants of said notes being hereby made parts hereof as fully as if set out at length herein.

Now, know all men that said mortgagor, in consideration of said debt and for the purpose of securing the payment thereof, and in further consideration of the sum of one dollar paid to said mortgagor by said mortgagee at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said mortgagee and his heirs, successors and assigns all that certain lot, piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of *Greenville* in *Gantt* Township,

lying just east of West Gantt School and east from the White Horse Road and being all of lot nos. 21, 22, 23, 24, 25, 26, 27, 40, 41, 42, 43, 44, 45, 46, as shown on a plat of property of *C. O. Berry* prepared by *H. S. Brockman*, Surveyor, dated August 9, 1941, which said plat is recorded in the *R. M. C. Office* for *Greenville County* in Plat Book *M*, at page *29*. Reference to the record of said plat is expressly made for a more particular and definite description of said lots.

Also, all of those other lots or parcels of land situate and being in said county and State, in *Gantt Township* adjoining the eastern boundary of the above described lots, being all of lots nos. 34, 35, and 36 as shown on plat prepared for *C. O. Berry* by *S. C. Mason* Surveyor, dated February, 1939, recorded in the *R. M. C. Office* for *Greenville County* in Plat Book *M*, at page *29*, and having the following courses and distances, to-wit: Beginning at an iron pin on line of property now or formerly owned by *Mrs. J. H. McWhite*, the south-western corner of this tract, and runs thence *N. 4 1/4 E. 87.9* feet, more or less, to an iron pin, corner of *M. D. Earle* property; thence along the line of *M. D. Earle* *N. 77 1/2 E. 185.2* feet to an iron pin on line of land now or formerly owned by *Davis*; thence with *Davis* line *S. 4 1/2 W. 117.9* feet to an iron pin, *Batson's* corner; thence with line of *Batson and Granger* *S. 77 1/2 W. 185.2* feet to an iron pin; thence *N. 4 1/4 E. 300* feet to the beginning corner, containing *Forty-eight and four tenths (48.4)* acres, more or less.

being the same land conveyed to said mortgagor by *C. O. Berry* on *March 24*, 19*42*, by deed recorded in the office of the Register of Mesne Conveyances or Clerk of Court for *Greenville* County, S. C., in Deed Book *M*, page *29*.

Together with all and singular 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 said premises unto the said mortgagee and his successors, heirs and assigns forever. And said mortgagor does hereby bind himself and his heirs, executors, administrators and successors to warrant and forever defend all and singular the said premises unto the said mortgagee and his successors, heirs and assigns from and against said mortgagor and his heirs, executors, administrators, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof; also, on demand at any time, to give any further written assurances which may be desired to protect the interests of said mortgagee, including a new note or notes and mortgage correcting errors in the originals.

And said mortgagor hereby covenants and agrees with said mortgagee as follows: (1) That when the loan secured hereby is closed, there shall and will be no unsatisfied lien or encumbrance of any kind, prior to the lien hereof, affecting said premises or any part thereof, this being solemnly declared and represented by said mortgagor as a condition hereof and for the purpose of obtaining a loan hereunder.

*State of South Carolina, County of Greenville, Mrs. A. Banner without recourse, November 12, 1942. Witnesses: Charles M. Arubins, H. S. Brockman*