MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 28451

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

~~I, J. Hudson Williams~~ SEND GREETING:

WHEREAS, I, the said J. Hudson Williams in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Miss Jessie M. Markley in the full and just sum of Thirteen hundred forty-two and 20/100 ($1342.20) Dollars, to be paid Five hundred ($500.00) Dollars on March 1, 1925 and the balance of Eight hundred forty-two and 20/100 ($842.20) Dollars on October 1, 1925 with interest thereon, from date at the rate of 8 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 of the amount due besides all costs and expenses of collection, to be added to the amount due on said note, 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, as will more fully appear.

NOW, KNOW ALL MEN, That I, the said J. Hudson Williams in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Jessie M. Markley according to the terms of said note, and also in consideration of the further sum of Three Dollars to me, the said J. Hudson Williams in hand well and truly paid by the said Jessie M. Markley 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 Jessie M. Markley, all that lot of land situate in the City of Greenville, County and State aforesaid, on the Southwest corner of Townes Street and Stone Avenue, having the following metes and bounds, to-wit: Beginning at an iron pin on rear line also rear corner of lot heretofore conveyed by deed to Home Building and Loan Association (recorded in Vol. VVV, page 440); thence in a straight line 46-½ feet to an iron pin on Townes Street; thence with Townes Street N. 20 E. 140 feet to corner of Stone Avenue and Townes Street; thence with Stone Avenue N. 84-½ W. 60 feet to an iron pin, corner of said lot heretofore conveyed to the Home Building and Loan Association; thence with line of last mentioned lot 136-½ feet to the beginning. This being the same lot conveyed to me by J.D. Neal by deed dated September 15, 1924, to be recorded.

It is understood and agreed that this mortgage is junior in rank to a mortgage executed by J.D. Neal in favor of Valaree Rickman in amount of $3500.00, recorded in Mortgage Book 82, page 43, R.M.C. Records for Greenville County, which mortgage covers the above described property.

State of South Carolina, County of Greenville.

I, Jessie M. Markley the legal owner and holder of the within mortgage for $1342.20 do hereby acknowledge to have received from J. Hudson Williams dated Sept. 15, 1924 and recorded in the Office of the Register of Mesne Conveyances for said County and State in mortgage Book No. 147 at page 213 covering lot on South West corner of Townes Street and Stone Avenue in the City of Greenville S.C. do hereby, for value received, waive the priority of said mortgage in favor of a mortgage for two thousand five hundred and fifty Dollars ($2550.00) given by Jessie M. Markley to Mrs. Bessie Morris Tillman dated Feb. 1, 1926 and that it is the true intent and purpose hereof that the said mortgage to Mrs. Bessie Morris Tillman shall be a first lien upon said premises and that my said mortgage be a second lien thereon.

Witness my hand and seal this 3rd day of February A.D. 1926.

Signed, sealed and delivered in the presence of: Myrtle Markley, L. O. Patterson. Jessie M. Markley (Seal)

State of South Carolina, County of Greenville.

Personally appeared before me Myrtle Markley and made oath that she saw the within named Jessie M. Markley sign, seal and as her act and deed deliver the within written Waiver of Mortgage priority and that she with L. O. Patterson witnessed the execution thereof.

Myrtle Markley

Sworn to before me this 3rd day of February A.D. 1926.

L. O. Patterson (Seal)
Notary Public for South Carolina

Recorded Feb. 4, 1926 at 4:00 P.M.