

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Lumber Co

SEND GREETING:

WHEREAS, *Lumber Co*, the said *Lumber Co*

in and by *my* certain *promissory* note in writing, of even date with these presents, *you* well and truly indebted to *The Peoples National Bank* Executor of the Estate of *D. D. Davenport* in the full and just sum of *Twenty-five Hundred (\$2500.00)* Dollars, to be paid *One year interest rate*

SATISFIED AND CANCELLED OF

RECORD *11th* DAY OF *July* 19*42*

Allie Furness

R. M. C. FOR GREENVILLE COUNTY, S. C.

with interest thereon, from *1st day of* at *10:50* O'CLOCK at the rate of *Eight* per cent. per annum, to be computed and paid *monthly* *\$7608*

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

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 *Lumber Co* the said *Lumber Co*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *The Peoples National Bank*, Executor of the Estate of *D. D. Davenport* according to the terms of said note, and also in consideration of the further sum of Three Dollars, to *me*, the said

Lumber Co, in hand well and truly paid by the said *The Peoples National Bank* Executor of the Estate of *D. D. Davenport*, 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 *The Peoples National Bank*, Executor of the Estate of *D. D. Davenport*.

All those two certain tracts of land situate lying and being in the County and State aforesaid; to-wit: (1) ^{that} Tract on both sides of North Saluda River known as a part of the land conveyed to Ely and W. C. Cox by Precia Cox, adjoining lands of Dave Reynolds, Susan Cox Estate and others, and having the following metes and bounds to-wit: Beginning at a stake at a creek, thence running N. 85 3/4 E. across North Saluda River 18.15 to a stone, thence N. 4 W. 15.80 to a stone, thence N. 47 W. 24.88 to a stake in road, thence down said S. 4 W. 3.15 to a bend, thence S. 87 W. 150 to a branch, thence down said branch S. 87 W. 130 to a creek, thence S. 50 E. 14.50 to the intersection of a ditch with creek, thence down the creek S. 3 1/2 E. 4.00 to the beginning corner and contains thirty-six and three-fourths (36 3/4) acres more or less. Being the same tract conveyed to me by Ely Cox by deed dated this day and not yet recorded.

(2) All that tract of land on North Saluda River having the following metes and bounds to-wit: Beginning at a stone on the west bank of North Saluda River and on the line between tract no. 1 and tract no. 2 of the Estate of Susan Cox and thence running along bank of said River S. 8.58 W. 136 feet to a stake on bank, thence across said River S. 41.26 E. 100 feet to a stake on east bank and on the line of C. O. Goodwin property; thence along line of said Goodwin property S. 58 E. 589 feet to a stake on the line of the Ely Cox property, thence along line of Ely Cox and William Cox property N. 41.10 W. 3344.5 feet to a stake on the Harry Clelland property, thence along the line of said Clelland property N. 6.55 E. 2120 feet to a stake on line of tract no. 1 of the estate of Susan Cox, thence along the line of said tract no. 1 S. 54.20 W. 3536 feet to the stone on the west bank of North fork of Saluda River at the point of beginning known as tract no. 2 of the Susan Cox Est. and containing 101.16 acres more or less as shown by plat made by R. E. Ratton dated January 1913 recorded in Book 14 pages 14 and 15 exclusive of a cemetery containing 2.5 acres described as follows: Beginning at a point near the west side of the Marietta Road and running thence near said road N. 50.5 E. 331.5 feet, thence N. 39.5 W. 330 feet, thence S. 15.00 W. 329.5 feet, thence S. 39.30 E. 330 feet to the beginning point. Being the same lot conveyed to me by Sarah Cox by deed dated Sept. 20, 1913 recorded in said office, in Vol. 28 pages 115.

For value received we do hereby assign, transfer and set over to Dan D. Davenport the within mortgage and the note which it secures with a balance of \$1200.00 with interest at 7% from March 17, 1939, without recourse, this 24th day of July 1942, at 10:50 A. M. Assignment recorded July 11, 1942, at 10:50 A. M. #7608

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Stipulated this 2nd day of July 1942

Wm. M. Davenport

Wm. M. Davenport

Wm. M. Davenport

Wm. M. Davenport

Wm. M. Davenport