

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

Property # 28234 L.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

WHEREAS, ~~me~~ I the said Esley M. Pendleton and Louise H. Pendleton E.M.P.

in and by ~~the~~ my certain Note or obligation bearing even date herewith, stand indebted unto THE PRUDENTIAL INSURANCE COMPANY OF AMERICA in the full and just principal sum of Thirty One Thousand Five Hundred and 00/100 Dollars (\$31,500.00) to be paid in years from date, at the dates and in the amounts as follows, namely:

with interest thereon from January 1st, 1940 at the rate set forth in the note aforesaid, the principal of said note together with interest being due and payable - in monthly instalments as follows:

Beginning on the first day of February, 1940, and on the first day of each month thereafter the sum of Three Hundred and 00/100 Dollars and the balance of said principal sum due and payable on the first day of August, 1951. The aforesaid monthly payments of Three Hundred and 00/100 Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of Thirty One Thousand Five Hundred and 00/100 Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that said principal and interest shall and with interest from date at the rate of percent per annum payable annually on the day of and of each year, past due principal and interest to bear interest at the rate of seven percent per annum, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the Mortgagee.

NOW KNOW ALL MEN, that the said Esley M. Pendleton and Louise H. Pendleton E.M.P.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, according to the terms of the said note; and also in consideration of the further sum of THREE DOLLARS, to me the said Esley M. Pendleton and Louise H. Pendleton E.M.P. in hand well and truly paid by the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA 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 THE PRUDENTIAL INSURANCE COMPANY OF AMERICA the following described real estate, to-wit:

All that certain piece parcel or lot of land situate in the City of Greenville, County of Greenville, State of South Carolina, on the Eastern side of South Main Street, between East Mc Bee Avenue and East Washington Street, and having, according to a recent survey made by Dalton & Neel Engineers, March, 1940, the following metes and bounds, courses and distances, to-wit:

Beginning at a point on the Eastern side of South Main Street 83.33 feet South of the Southeast corner of the intersection of South Main Street with East Washington Street said point being in the center of a brick wall, and running thence S. 69° 10' E. 233.8 feet (said line running for a distance of 79.3 feet through the center of said brick wall) to an iron pin on the western side of South Brown Street; thence along the Western side of South Brown Street S. 21° 43' 24.16 feet 6 inches to an iron pin; thence N. 69° 10' 24.16 feet (said line running for a distance of 79.3 feet through the center of a brick wall) to a point on the Eastern side of South Main Street, said point being in the center of a brick wall. Thence along the Eastern side of South Main Street N. 21° 00' E. 16 feet 5 inches to the point of beginning.

It is understood that the wall located on the northern and Southern lot lines are party walls and that the property is subject to a right-of-way and easement heretofore granted to the Southern Bell Telephone & Telegraph Company by W. H. Griffin, November 28, 1910, recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 4 of 4, page 475.

The building on the above described property is now occupied by Paul A. Byrd, doing business as the Ritz Shop under an un-recorded lease which expires May 14, 1940.

Being the same premises conveyed to Esley M. Pendleton one of the parties party of the first part by the party of the second part by deed of even date herewith. This is a first purchase money mortgage.

SATISFIED AND CANCELLED OF RECORD 20 DAY OF Jan 1956 Olie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:28 O'CLOCK P. M. 1866