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VOL. 257

MORTGAGE OF REAL ESTATE

Form 2

THE R. L. BRYAN CO., COLUMBIA, S. C. 209796

The State of South Carolina,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Lucile C. Cullum

SEND GREETING:

WHEREAS, I, the said Lucile C. Cullum

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to S. B. Earle

in the full and just sum of Five Hundred ($500.00)

Dollars, to be paid in quarterly instalments of $10.00 (plus interest), payable on Feb. 7, May 7, Aug. 7, and Nov. 7 of each year, to and including May 7, 1940, balance due and payable on August 7, 1940, the first instalment to be due Feby. 7, 1936, with interest thereon from date at the rate of six per cent. per annum, to be computed and paid quarterly 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; and in case said note, after maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interest to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That the said Lucile C. Cullum

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said S. B. Earle

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Lucile C. Cullum in hand well and truly paid by the said S. B. Earle

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 S. B. Earle

all that certain lot of land lying known as Lot No. twenty-eight (28) of the property of J. Jenkinson, according to plat of said property, recorded in the Office of R. M. C. for Greenville County, State aforesaid in Plat Book H, Page 207, which said lot is hereby referred to and incorporated by reference for a more particular description by metes and bounds. Beginning at a corner of Lot 29, running thence S. 09 E. 205 ft. to an iron pin; thence S. 23-09 W. 204 ft. to an iron pin; thence N. 67-48 W. 50.7 feet to an iron pin; thence N. 21-44 E. 197.3 feet to the beginning corner.

also all that piece, parcel or lot of land situate, lying and being in Paris Township, Greenville County, State of South Carolina, containing 13.9 acres, more or less, on the East side of Davidson Road, and having the following metes and bounds, as are shown and known as tract No. 91 on Plat No. 2 of the Parker Land Company, made by A. S. Bedell April, 1914, to-wit:- Beginning at a stake in the center of the Davidson Road in the line of tract #100, and at the Southwest corner of tract #101, and running with the line of tract #101, S. 57 degrees and 45 min. E. 557 feet to i. p. on branch in Neely's line; thence with Neely's line and the meanderings of the branch with the center of said branch in the following direction, S. 48-30 W. 156 feet to a stake; thence S. 18-30 E. 140 feet to a stake; thence S. 6-30 W. 130 feet to a stone in bank, Neely's corner, (at this point there is also an i. p. set up by the Parker Land Company) the Northeast corner of tract #86; thence with the line of tract #86, N. 64-30 W. 1348 feet to a stake in the center of the Davidson Road in the line of tract #85; thence with the center of the Davidson Road and the line of tracts Nos. 85 and 90, N. 35-30 E. 90 feet to an angle in the Road; thence N. 68-15 E. 450 feet to an angle in the Road; thence N. 84- E. 434 feet to the beginning corner, and being the same tract of land conveyed to me by Robert M. Carter and Helen V. Carter October 27, 1933, and recorded in Volume 174, page 125.

Saving and excepting from the last mentioned tract (13.9 acres) All that certain piece, parcel, lot or tract of land conveyed by the said Lucile C. Cullum to J. O. Jenkinson on the 8 day of November, 1933, recorded in Volume 174, at page 132, consisting of 2.66 acres, more or less, reference to said deed for metes and bounds being craved. This is a second mortgage over the within premised, the first mortgage being also held by the said S. B. Earle.

SATISFACTION Dec. 1939 Greenville $500.00 S. B. Earle

Lucile C. Cullum to S. B. Earle Five Hundred

Etta R. Sanders Etta R. Leatherwood

Witness my hand and seal this 7th day of Dec. 1939.

Etta R. Leatherwood

Witness: Mary Louise Downs

Witness: Marie Cowan

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

Personally appeared before me Mary Louise Downs and made oath that she saw the within named Etta R. Leatherwood sign, seal and as her act and deed deliver the within written deed for the uses and purposes therein mentioned, and that she with Marie Cowan witnessed the execution thereof.

Sworn to before me this 7th day of Dec. 1939.

Mary Louise Downs

Notary Public for S. C.

Etta R. Sanders

S. B. Earle

Etta R. Leatherwood

Filed and recorded in the R. M. C. Office for Greenville County, S. C. 7th day of Dec. 1939 at 3 o'clock P.M.

Recorded Dec. 7, 1939.

Deed Book 192, Page 44,

See Release to this Mortgage