

MORTGAGE OF REAL ESTATE

3698 PROVENCE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

*I, N. H. Gary, of Greenville County, South Carolina,*

SEND GREETING:

WHEREAS, *I*, the said *N. H. Gary*

in and by *my* certain *promissory* note in writing, of even date with these presents *am* well and truly indebted to *Lelara Diken*

in the full and just sum of *Two Hundred Twenty-Five* Dollars to be paid: *\$2.00 per month, beginning September 10, 1937, and a like sum of \$20.00 on the 10th day of each successive month thereafter until paid in full, with privilege of anticipating the whole or any part thereof.*

with interest thereon from *date* at the rate of *six* per cent. per annum, to be computed and paid *annually* until paid in full; all interest not paid when due to bear interest at 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 *10% of the amount due*

to be added to the amount due on said note and 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 the mortgage), as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee and

Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land and estate, lying and being in *Greenville Township, Greenville County, State aforesaid,*

near the City of Greenville, on the *west* side of *North* Franklin Road, known as Lot No. 232 on plat of Property of *Palonia* Company made by R. E. Dalton, C. E. in 1928, *is hereby described as follows:*

Beginning at a point on the *west* side of *North* Franklin Road, corner of Lot No. 233, and running thence with the line of said lot, *N. 57-02 W. 200* feet to an iron pin; thence *S. 32-58 W. 65* feet to an iron pin, corner of Lot No. 231; thence with the line of said lot, *S. 57-02 E. 200* feet to a stake on *North* Franklin Road; thence with the *Western* side of *North* Franklin Road, *N 32-58 E. 65* feet to the beginning corner; this being the same property conveyed to the mortgagor herein by O. P. Earle, as Conservator of Mechanics Building and Loan Association, by deed dated August 14, 1937, and recorded in the R. M. C. office for Greenville County in Book of Deeds " " at page " "

It is understood and agreed that this mortgage is junior in lien to the mortgage of N. H. Gary to O. P. Earle, as Conservator of Mechanics Building and Loan Association, dated August 14, 1937, in the sum of \$ 2567.25

*The Debt heretofore secured by this mortgage is hereby satisfied*

SATISFIED AND CANCELLED OF RECORD  
DAY OF *March*  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT *3:30* O'CLOCK  
# *3604*