

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, *I*, the said *Mary Hester* SEND GREETING:

in and by *W. L. H. Hester* certain *W. L. H. Hester* note in *one* writing, of even date with these presents *and* well and truly indented to *H. C. Marshall, Commissioner for H. C. Marshall*

in the full and just sum of *Six hundred and no/100 (600.00)* Dollars to be paid: *one year after date of*

with interest thereon from *Jan 1st 1935* at the rate of *seven* 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 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*

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 this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor *W. L. H. Hester*, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee *H. C. Marshall* according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor *W. L. H. Hester* in hand well and truly paid by the said Mortgagee *H. C. Marshall*, 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 and release unto the said Mortgagee *H. C. Marshall*, and

his Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in *the City of Greenville, Greenville* County, State aforesaid, having the following metes and bounds, to wit: *beginning on the southwest corner of Birnie and Leach Streets, thence along Birnie Street N. 60 21. 45 feet 8 inches to a pin on said street, thence S. 30 21. 105 feet to a pin, thence S. 60 E. 45 feet and 8 inches to a pin on Leach Street, thence with west side of Leach Street N. 30 E. 105 feet to the beginning corner.*

This is the same land conveyed by Marie Smith Miller to Kilbur Hester, by deed dated February 16, 1927, recorded in Mortgage Book 104, page 44, R. M. C. Office for said Greenville County, and the same land conveyed to Mary Hester, the mortgagor herein, by the said Kilbur Hester by his deed dated December 21, 1934, recorded in Deed Book 167, page 333, said 'R. M. C. Office.

*Witness
Janette Hester
Bathern*

*I, Mary Hester
Satisfied
E. E. Ware, Jr.
for H. C. Marshall
State pay
25m. Ga. Co. Hester
its attorney*

RECORDED BY
MAY 19 1935
OFFICE OF THE CLERK OF COURTS
GREENVILLE, S. C.

*McL 39
Office for Marshallworth
37 33*