

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

87272 PROVENCHER-JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. D. Kennedy as Trustee for my children, Frances Smith, Geneva Kennedy, Joe Kennedy, and Marvyn Kennedy, SEND GREETING:
Whereas, I, the said J. D. Kennedy, as trustee for Frances Smith, Geneva Kennedy, Joe Kennedy and Marvyn Kennedy
in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to C. H. Talley Lumber Company, a corporation

in the full and just sum of One Thousand, Five Hundred, Seventy-Six and 39/100 (\$ 1576.39) Dollars, to be paid ninety days after date

with interest thereon from maturity at the rate of 6 per centum per annum, to be computed and paid quarterly

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, 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 its 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 interests 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 attorneys' 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 I, the said J. D. Kennedy, as Trustee for Frances Smith, Geneva Kennedy, Joe Kennedy and Marvyn Kennedy, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said C. H. Talley Lumber Co., its successors and assigns forever:

according to the terms of the said note and also in consideration of the further sum of Three Dollars, to me the said J. D. Kennedy, as Trustee in hand well and truly paid by the said C. H. Talley Lumber Company

at and before 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

C. H. Talley Lumber Company, its successors and assigns forever:

All those two certain pieces, parcels or lots of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina on King Street in what is known as West View Heights and being known and designated as Lots Nos. 26 and 27 of the Pride and Patton Land Company Subdivision as shown on plat made by Dalton & Neves, July, 1925, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on King street 28.4 feet from the intersection of King and Hill streets, joint corners of Lots Nos. 25 and 26, and running thence with King Street, N. 1-36 W. 100 feet to corner of Lot No. 28; thence with joint line of Lots Nos. 27 and 28, S. 88-31 W. 136.8 feet to joint corner of Lots Nos. 27, 28, 46 and 47; thence with joint lines of Lots 26, 27, 47 and 48, S. 2-41 E. 100 feet to the joint corner of Lots Nos. 25, 26, 48 and 49; thence with the joint lines of Lots 25 and 26, N. 88-31 E. 134.9 feet to the beginning corner, Being the same lot conveyed to me by Pride and Patton Land Company by deed dated Sept. 29, 1937 and recorded in the R. M. C. Office for Greenville County in Vol. 194, page 98. This mortgage being given under the powers contained in said deed for the purpose of securing materials for the construction of house on the above described lots.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

We, the undersigned beneficiaries under deed of Pride and Patton Land Company, to J. D. to J. D. Kennedy, as Trustee, dated Sept. 29, 1937 and recorded in the R. M. C. office for Greenville County in Vol. 194, page 98, do hereby consent for the said J. D. Kennedy, as Trustee for us in said deed to execute the within note and mortgage for the purpose of obtaining materials and supplies for the construction of a house upon the premises herein described, and described in / aforesaid deed. Dated this the 12th day of October, 1937.

In the presence of:

J. C. Garrett
W. L. Carson
J. C. Garrett
W. L. Carson
W. L. Carson
E. L. Davis

Geneva Kennedy (SEAL)
Marvin Kennedy (SEAL)
Joe Kennedy (SEAL)
Frances Smith (SEAL)

Paid in full and cancelled April 19 1940 Day's assignee.

Witnessed by D. P. Patton

*40
April 19 1940
Oliver Garrison
10:30 #4627*