

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James Maxwell Jones

WHEREAS I the said

James Maxwell Jones

in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., in the full and just sum of

Nine Hundred

(\$ 900.00 ) Dollars,

with interest at the rate of six (6%) per centum per annum, to be repaid in installments of

Twelve

(\$ 12.00 ) Dollars upon the first day of each and every calendar month hereafter until the full principal sum, with interest, has been paid; said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; provided that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a reasonable attorney's fee, besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof; the same to 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.

NOW, KNOW ALL MEN, That I the said

James Maxwell Jones

in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., according to the terms of said note, and also in consideration of the further sum of Three Dollars to me

James Maxwell Jones

the said in hand well and truly paid by the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., the following described property to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

known and designated as Lot No. 7 of Block D of the Melrose Land Company property according to plat recorded in Plat Book "A" at page 157, said lot fronting fifty (50) feet on Pine Street with a parallel depth of one hundred forty-six (146) feet. And being the same lot of land conveyed to James Maxwell Jones by Lillie Pace McBryaer by deed of even date herewith.

MAR 31 1942 119.7K 3933

State of South Carolina, )
County of Greenville. ) Affidavit

Personally appeared before me M. M. Hewell, who, after being first duly sworn, says:

That he is Secretary and Treasurer of Fidelity Federal Savings and Loan Association, Greenville, S. C. That said Association was the owner of two mortgages, one executed by J. M. Jones, of Pickens County, South Carolina, on property located in Pickens County, S. C., and another executed by James Maxwell Jones dated August 12, 1939, recorded August 12, 1939 in the R. M. C. Office for Greenville County, S. C., in Book of Mortgages 282 at Page 288.

That on or about the 5th. day of March, 1942 "J. M. Jones" paid off his mortgage covering the property located in Pickens County, S. C., and through confusion in the names the mortgage executed by James Maxwell Jones was marked satisfied and so endorsed on the record in the R. M. C. Office for Greenville County, S. C. That said Association is still the owner and holder of the mortgage executed by James Maxwell Jones; that the same is unpaid; that the satisfaction of record was entered through error and the mortgagee is entitled to have proper entry of said mistake entered on the record along with this affidavit.

[Handwritten signature]

Sworn to and subscribed before me this the 30th. day of March, A. D. 1942.

[Handwritten signature] (SEAL) Notary Public for State of S. C.

Affidavit 31 March 42
And Recorded to 282 288 11A
Ollie Farnsworth

Handwritten notes: Paid and Satisfied In Full March 1942. Loan Asso. This mortgage is open & unpaid - marked satisfied through J. L. Low.

Stamp: RECORDED AND INDEXED MAR 31 1942 OFFICE OF THE CLERK OF COURTS GREENVILLE S. C. # 3026