

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, O. S. Luthi

SEND GREETINGS:

Whereas, I the said O. S. Luthi  
in and by my certain promissory note in writing, of even date with these presents,  
well and truly indebted to Guy B. Foster

in the full and just sum of Forty One Hundred and No/100  
(\$ 4100.00 ) Dollars, to be paid Ninety days from date

with interest thereon from date at the rate of 6 per centum 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, 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 O. S. Luthi, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Guy B. Foster

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said O. S. Luthi in hand well and truly paid by the said Guy B. Foster

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

Guy B. Foster, his heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid in Greenville Township and being known and designated as a part of Lot #235 of subdivision known as Traxler Park, a plat of which is of record in the R. M. C. Office of Greenville, in plat Book "F" at page 114 and 115, and having the following metes and bounds, to wit:

Beginning at a point on the South side of Woodvale Ave., the joint front corner of lots Numbers 235 and 236 and running thence S. 25-23 E. 225 feet to a point; thence S. 62-34 W. 17.4 feet to a point; thence N. 57-40 W. 104 feet to a point; thence N. 25-23 W. 137.50 feet to a point on the South side of Woodvale Ave; thence with the South side of Woodvale Ave. N. 64-37 E. 70 feet to the point of beginning. This being the same lot of land purchased from the Equitable Investment Company by deed dated Jan. 15th, 1940.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
For value received I hereby assign, transfer and set over to

*S. C. National Bank*

the within mortgage and the note which are hereby assigned, without recourse.

Date, this 25 March 1940  
*Guy B. Foster*

*W. E. Henderson*  
*J. B. Nelson*

(#4157)

*Assignment Recorded March 26, 1940  
at 11:05 a. m.*

*8th and 9th Sts. Greenville, S.C.*  
*12:10*  
*8394*  
*NO CANCELLED*  
*5th DAY*  
*W. E. Henderson*