

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Hagar Howell and Estelle Howell, of Greenville County, South Carolina,

SEND GREETING:

WHEREAS, we, the said Hagar Howell and Estelle Howell

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to T. B. Nalley

in the full and just sum of SIX HUNDRED, THREE & 16/100 (\$603.16) DOLLARS to be paid: in monthly installments of \$10.00 each, beginning April 15, 1940, and \$10.00 on the 15th. day of each successive month thereafter until the whole amount is paid in full

with interest thereon from date July 1943 annually per cent. per annum, to be computed and paid 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 (10%) per cent. of the amount due,

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, 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 S., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee S. according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor S. in hand well and truly paid by the said Mortgagee S., 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 S., and his

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

about 5 miles from the City of Greenville, being shown as Lot No. 22 on plat made by Dalton & Neves, Engineers in October, 1938, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book I at page 127, and having the following metes and bounds:

Beginning at a stake on a new cut road known as Carolina Drive, at the joint corner of Lots Nos. 21 and 22, and running thence along Carolina Drive, S. 86-30 E. 245 feet to a stake; thence S. 5-0 W. 317 feet to a stake; thence N. 86-20 W. 255.5 feet to a stake, joint corner of Lots Nos. 21 and 22; thence N. 5-0 E. 317 feet to the beginning corner, containing 1.81 acres, more or less; being the same property conveyed to Hagar Howell, Estelle Howell, and John Howell by C. M. McGee, Surviving Trustee and Eldest son of H. P. McGee, Co-Trustee, deceased, by deed dated September 25, 1939, recorded in the R. M. C. Office for Greenville County in Book of Deeds 214 at page 311, the said John Howell having conveyed his undivided one-third interest in said property to Hagar Howell and Estelle Howell by deed dated March 23, 1940, recorded herewith.

It is understood and agreed that this mortgage is junior in lien to the mortgage executed by Hagar Howell and Estelle Howell to Fidelity Federal Savings and Loan Association, of Greenville, S. C., dated March 23, 1940, in the amount of \$1000.00

Assignment
State of South Carolina
County of Greenville.
For value received, J. J. B. Nalley as owner and holder of the within mortgage and the note which the same secures, hereby assigns, set over and transfer said note and mortgage to Jas L. Love, without recourse on me, this 23rd. day of April, 1940.
J. J. B. Nalley
Kitty Browne
Rene L. Thornton

Assignment Recorded April 25th. 1940 at 8:20 A.M.
5851,
6468

RECORDED AND CANCELLED OF RECORD 3rd DAY OF July 1943
Office of the Register of Deeds Greenville County, S. C.
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