## **MORTGAGE**

STATE OF SOUTH CAROLINA,	ļ	
COUNTY OF Greenville	}	ss:
TO ALL WHOM THESE PRESENT	S	MAY

CONCERN: Hugh T. Garner and Kathryn S. Garner

, hereinafter called the Mortgagor, send(s) greetings:

Greenville, S. C.

WHEREAS, the Mortgagor is well and truly indebted unto Bank of Greenwood, Greenwood, S. C.,

, a corporation

of

organized and existing under the laws of South Carolina called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Dollars (\$ 6,400.00), with interest from date at the rate of four and one per figure and one Sixty-four Hundred & no/100 Dollars (\$ 6,400.00 centum ( 42 %) per annum until paid, said principal and interest being payable at the office of Bank of Greenwood, in Greenwood, S. C., or at such other place as the holder of the note may designate in writing, in monthly installments of Forty & 51/100 ), commencing on the first day of October , 19 40, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September. 19 60.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Greenville

Mortgagee, its successors and assigns, the following-described real estate situated in the County of

, State of South Carolina:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Northwest side of Augusta Place Street, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 42 and a strip 10 feet in width off the Northeast side of Lot No. 43 on plat of property of Minnie P. Cochrane, made by Dalton & Neves, Engineers, July, 1937, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book I, at pages 92 and 93, and having, according to said plat and a more recent survey thereof made by A. Newton Stall, August 7, 1940, the following metes and bounds, to-wit:

BEGINNING at a point formed by the intersection of the Northwest line of Augusta Place Street with the Southwest line of Augusta Drive East, and running thence with the Southwest side of Augusta Drive East, N. 50-14 W. 180 feet to an iron pin at corner of Lot No. 41; thence with the line of Lot No. 41, S. 37-56 W. 84.3 feet to an iron pin in the rear line of Lot No. 43; thence on a line through Lot No. 43, S. 52-04 E. 190 feet to an iron pin on the Northwest side of Augusta Place Street; thence with the Northwest side of said Augusta Place Street, N. 37-56 E. 80 feet to the beginning comer.

This is the identical property conveyed to the mortgagors herein by deed of Minnie P. Cochrane, et al, dated November 13, 1939, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 215, at page 284.

will acknowledge that we have received debt secured by the within and Kathryn & Earner who hereby discharge 30 th day of March, 1944 Elizabeth Ginson

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, it successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.