

# MORTGAGE

STATE OF SOUTH CAROLINA,  
COUNTY OF **Greenville** } ss:  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

**I, Marvin L. Bagwell**

of

**Greenville, S. C.**

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **Aiken Loan & Security Company**

, a corporation

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 **Forty-two Hundred and no/100** Dollars (\$**4,200.00**), with interest from date at the rate of **four and one/** per centum (**4 1/8** %) per annum until paid, said principal and interest being payable at the office of **Aiken Loan & Security Company** in **Florence, S. C.**, or at such other place as the holder of the note may designate in writing, in monthly installments of **Twenty-three and 35/100** Dollars (\$ **23.35** ), commencing on the first day of **July** **12**, 19**41**, 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 **June**, 19**66**.

*SATISFIED AND CANCELLED BY*  
*may 19 46*  
*W. L. Bagwell*  
*12 19 41*  
*# 8331*

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 Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that certain piece, parcel or lot of land near the City of Greenville, in the County of Greenville, State of South Carolina, on the North side of Overbrook Road, being known and designated as a portion of Lot No. 58 as shown on a plat of Overbrook, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book E, at page 252, and having, according to said plat and a more recent survey entitled "Property of Marvin L. Bagwell", made by R. E. Dalton, Engineer, April, 1941, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Overbrook Road which is located South 89 degs. 5' West 81 feet from the point of curve at which Overbrook Road curves into Spruce Street and running thence South 89 degs. 5' West 63 feet to a point; thence North 2 degs. 12' West 94 feet to a point; thence North 3 degs. 45' West 88.4 feet to an iron pin in the Southerly line of Walnut Street or Spruce Street, thence along the line of Walnut Street or Spruce Street in a Southeasterly direction 25 feet to an iron pin; thence continuing along said line of said streets 33.5 feet to an iron pin on the South side of Spruce Street; thence South 2 degs. 44' East 32 feet to an iron pin; thence South 6 degs. 11' East 135.6 feet to an iron pin, the point of beginning.

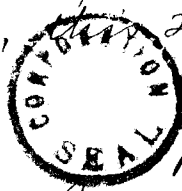
Being the same lot of land conveyed to the mortgagor herein by O. Y. Brownlee, by deed dated January 21, 1941, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 230, at page 351; and also a triangular strip of land fronting 3 feet on Overbrook Road conveyed to the mortgagor herein by R. G. Moseley and Lillian Moseley, by deed dated March 1941, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 232, at page 289.

*For assignment to this mtg. See P. E. M. Book 304, page 36*

*Berkshire Life Insurance Company, a Corporation organized by law, and having its principal place of business in Pittsfield, Berkshire County, Mass., hereby declares that it is the true and lawful holder of the claim secured by the mortgage given by Marvin L. Bagwell, to Aiken Loan & Security Company, a corporation organized and existing under the laws of the State of South Carolina, dated Apr. 26, 1941, and recorded in the Office of the Court for Greenville County, South Carolina in Book 301, Page 253, and by said mortgagee duly assigned to Berkshire Life Insurance Company by assignment dated June 14, 1941, and recorded in said Clerk of Court's Office July 14, 1941 in Book 304, page 36, and hereby acknowledges the satisfaction thereof and discharge of the lien to secure the same in full.*

*In Witness Whereof the said Berkshire Life Insurance Company has caused its corporate seal to be hereth affixed and these presents to be signed in its name and behalf by Harrison L. Amber, President, and Robert H. Davenport, Secretary, duly authorized, this 26th day of Apr. 1946.*

*Witnesses:*  
*Leon J. Clevens, Jr.*  
*Mary L. Powers.*  
*By: Harrison L. Amber, President,*  
*Robt. H. Davenport, Secretary,*  
*Satisfaction Recorded May 13th, 1946 at 12 M. # 8331*



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all 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 connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its 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.