

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

WALKER, EVANS & GREENWELL CO., CHARLESTON, S. C. 14488—8-13-40

STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, R. M. Caine

am well and truly indebted to

S. S. Newell

in the full and just sum of Two Thousand Seven Hundred Fifty

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable ~~XXXX~~

~~XXXX~~ in monthly instalments of ~~XXX~~ \$100.00 each, commencing on the 5th day of June, 1942, and continuing on the 5th day of each and every month thereafter until ~~paid in full~~, with the right of anticipating payment in part or in full at any time.

*Satisfied 6/19/36
March 8, 1936
S. S. Newell*

date _____ at the rate of six (6%) per centum per annum until paid; interest to be computed and paid ~~monthly~~ with interest from _____ ~~monthly~~ and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. ~~of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.~~ Payments hereunder to be first applied to interest, balance to principal
NOW KNOW ALL MEN, That I, the said R. M. Caine

in consideration of the sum of Two Thousand Seven Hundred Fifty Dollars, to me in hand well and truly paid at and before the sealing and delivery 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 S. S. Newell

All those tracts of lots

~~XXXXXX~~ of land in Greenville Township, Greenville County, State of South Carolina

known and designated as Lots Nos. 3 and 4, located on the Northeast side of Moseley Avenue and lots Nos. 9, 10, 11 and 12, and all of lot No. 8 except an 8-foot strip on the Western side adjoining lot No. 7, fronting on Forest View Drive, of Forest Hills Addition No. 2, according to plat thereof made by Engineers Dalton & Neves February, 1939, revised July 1940.

As additional collateral the mortgagor hereby assigns to the mortgagee commission due the mortgagor as provided in contract between the mortgagor and Dr. F. Jordan in connection with lease on Greenville Enterprise, Inc., premises known as Center Theatre property.

By acceptance of this mortgage the mortgagee agrees that in the event the mortgagor sells one or more of the within described lots the mortgagee will release the lien of the within mortgage upon the payment to the mortgagee of \$500.00 per lot.

In Release See Deed Book 268 Page 450 deed to Emil V. Wilson

*RECORDED AND CANCELLED BY
OFFICE OF THE CLERK OF COURTS
S. C. FOR GREENVILLE COUNTY
MAY 15 1942
#4299*