

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

PROVENOR—JARRARD CO.—GREENVILLE STATE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, **J. W. Irvin and Bertha L. Irvin**

SEND GREETINGS:

Whereas, **We** the said **J. W. Irvin and Bertha L. Irvin**
in and by **our** certain **promissory** note in writing, of even date with these presents,
well and truly indebted to **J. E. Elrod and Oma Elrod**

in the full and just sum of **Two Thousand Two Hundred Fifty & No/100**
(\$2,250.) Dollars, to be paid **One Year after date**

*Satisfied
May 7, 1946
J. E. Elrod
Oma Elrod*

with interest thereon from **Date** at the rate of **five** per centum per annum, to be computed and paid **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 **We**, the said **J. W. Irvin and Bertha L. Irvin**

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said **J. E. Elrod and Oma Elrod**

according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said **J. W. Irvin and Bertha L. Irvin**
in hand well and truly paid by the said **J. E. Elrod and Oma Elrod**

*Witness
J. E. Elrod
Oma Elrod*

*RECORDED AND INDEXED
MAY 8th 1946
M. C. FOR GREENVILLE COUNTY, S. C.
8037*

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

J. E. Elrod and Oma Elrod their heirs and assigns forever:

All that certain piece, parcel or lot of land situate in Greenville Township, County and State aforesaid on the East side of Wilburn Avenue, known and designated as lot #40 of the Westview Heights sub-division of Pride & Patton Land Company, as shown by plat made by Dalton & Neeves, Engineers, June 1941, recorded in the R. M. C. Office for Greenville County in Plat book M at page 11 and according to said plat, more particularly described as follows:

BEGINNING at an iron pin on the east side of Wilburn Ave. at joint corner of lots #40 and 41 - and running thence along the east side of Wilburn Ave. N. 85-56 W 50 ft. to iron pin at corner of lot #39; thence along joint line of lots 39 and 40 N. 85-56 E. 146.5 feet to an iron pin at rear corner of lots #39 and 40; thence S 2-41 E 50 feet to iron pin at joint rear corner of lots #40 and 41; thence along joint line of lots #40-41 S 85-56 W 145.3 feet to the point of beginning.

This lot is sold subject to certain restrictive covenants contained in a written instrument of Pride and Patton Land Company dated July 8th, 1941, and recorded in the R. M. C. Office for Greenville County in Deed Book 235 at page 199.