MORTGAGE OF REAL ESTATE

Form 1

BAND & WHITE, PRINTERS, SPARTANBURG, S. C. 148733

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

WHEREAS, I, the said Ernestine L. Leatherwood in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Sadie E. Davis in the full and just sum of Eight Hundred ($800.00) Dollars, to be paid five (5) years after date

with interest thereon from , at the rate of six per cent. per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at the 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 per cent of the debt, besides all costs and expenses of collection, to be added to the amount due on the 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 the said note, reference being thereunto had, as will more fully appear.

STATE OF SOUTH CAROLINA, County of Greenville. Personally appeared before me D. B. Leatherwood who being duly sworn deposes and says that he is the bona fide owner and holder of the within Bond and Mortgage and that the same has not been assigned hypothecated or otherwise deposed of and that the same has been lost or destroyed and after diligent search cannot be found. That deponent has full authority to mark the Mortgage satisfied and cancelled of record. SWORN to before me this 16th day of July 1956. D. B. Leatherwood. Nancy Fagan Notary Public for S.C.

NOW, KNOW ALL MEN, That I the said Ernestine L. Leatherwood in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Sadie E. Davis according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said Ernestine L. Leatherwood in hand well and truly paid by the said Sadie E. Davis 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, sell and release unto the said Sadie E. Davis, and her heirs and assigns forever, All and singular that certain piece, parcel lot or tract of land situate, lying and being in Greenville County, Greenville Township, State aforesaid, near the Augusta Road School House on Highland Drive, and being known as Lot #44 of the C. B. Martin subdivision as shown on plat of record in Plat Book "H" page 102, and having according to said plat the following metes and bounds, to-wit:

The debt hereby secured is paid in full and satisfied. Witness: Witness: By:

SATISFIED AND CANCELLED OF RECORD 26 DAY OF July 1956. R. M. C. FOR GREENVILLE COUNTY, S. C. 18037 O'CLOCK P.M. NO.

Beginning at an iron pin on the north side of Highland Drive, corner of Lots 43 and 44 and running thence N. 48-50 E. 180 feet to an iron pin, joint corner of Lots 43, 44, 23 and 24; thence N. 41-10 W. 82½ feet to iron pin, joint corner of Lots 44, 45, 22 and 23; Thence S. 48-50 W. 180 feet to an iron pin on Highland Drive; joint corner of Lots 44 and 45; thence S. 41-10 E. 82½ feet to the beginning corner.

This being the same lot of land conveyed to Ernestine L. Leatherwood by deed dated August 16th, 1935, by L. A. Meyers and Sadie Davis.

It is understood and agreed that this mortgage is junior in lien to the mortgage of Ernestine L. Leatherwood to Home Owners Loan Corporation dated August 21st, 1935, in the sum of $3197.77, and is not to be foreclosed in any event for a period of five (5) years.

For Value Received, I do hereby transfer, set over and assign the within Mortgage, and the note which it secures, unto D. B. Leatherwood, without recourse, this 28th day of November, 1940.

Witness. Janet Eisenman
Milton A. Myers

Sadie Davis

Assignment Recorded Nov. 28, 1940 at 3:33 P.M.
#16782