MORTGAGE OF REAL ESTATE

Form 3

THE R. L. BRYAN CO., COLUMBIA, S. C. 209799

The State of South Carolina,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, the said I. Walter Willimon Jr. now indebted thereby SEND GREETING:

in and by my certain Promissory note in writing, of even date with these presents, well and truly indebted to Hattie G. Barton and H. S. Barton in the full and just sum of Eight Hundred dollars ($800.00) Dollars, to be paid One year after date with interest thereon from date at the rate of 7 per cent. per annum, to be computed and paid Semi-Annually 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; and in case said note, after 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 interest 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 attorney's 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 I, the said I. Walter Willimon in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Hattie G. Barton and H. S. Barton according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid by the said I. Walter Willimon 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 Hattie G. Barton and H. S. Barton

All that piece, parcel or lot of land in the City of Greenville, State and County aforesaid, having the following metes and bounds, to-wit:

Beginning on the corner of Meminger and Dunbar Streets, and running thence with Dunbar Street N. 77 W. 204 feet to an iron pin on a ten foot alley; thence with said alley N. 18 W. 53 feet to an iron pin; thence S. 76 E. 204 feet to an iron pin on Meminger Street; thence with Meminger Street S. 18 W. 52 feet to the beginning corner, containing 25/100 of an acre, more or less. This being the same lot of land conveyed to me by Mrs. Sarah C. Willimon by her deed dated the 19th day of October 1927, and deed recorded in the Office of the R. M. C. for Greenville County in Vol. 138 at page 205.

It is agreed and understood between the Mortgagees herein that Hattie G. Barton has 7/8 interest and H. S. Barton 1/8 interest in the mortgage.

SATISFIED AND CANCELLED OF RECORD THIS 29 DAY OF Dec. 1945
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:15 O'CLOCK
#18543