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:

I, Mattie E. Jenkinson, Executor of the Estate of R. L. Simmons, deceased

SEND GREETING:

WHEREAS, I, the said Mattie E. Jenkinson, Executor of the Estate of R. L. Simmons, deceased, by my certain promissory note in writing, of even date with these presents, bearing date the 7th day of September, 1938, Register of Mesne Conveyances for Greenville County, S. C., in Vol. 212 at page 10, covering Lot 40 in Cherokee Park, Greenville County, S. C., recorded in Plat Book "C" at page 96, Township Two Hundred Twenty Five, Greenville County, S. C., am well and truly indebted to Henry Fairchild in the full and just sum of Five Hundred 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 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 Mattie E. Jenkinson, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said R. L. Simmons according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to Mattie E. Jenkinson in hand well and truly paid by the said R. L. Simmons 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 R. L. Simmons, his heirs and assigns, #10733

All that certain lot of land in South Carolina, Greenville County, known as lot no. 40 of Cherokee Park, according to the plat recorded in Plat Book "C" at page 96 in the R. M. C. office for Greenville County and having the following metes and bounds.

Beginning at the intersection of an alley and Cattechee Road and running thence S. 67-10 W. 220 feet and 5 inches to corner of lot no. 41; thence S. 62-22 E. 157 feet 3 inches to said alley; thence with said alley N. 27-58 E. 155 feet 3 inches; thence continuing with said alley N. 20-15 26 feet to the beginning corner and being the same lot of land conveyed to me by H. L. Wylie on the 18th day of April, 1935 by deed recorded in the R. M. C. Office for Greenville County in Book Volume 171 at page 276.

SATISFACTION

STATE OF SOUTH CAROLINA, Greenville County: I, the undersigned, Notary Public, do hereby certify that the within mortgage has been satisfied and cancelled of record. Witness my hand and seal this 7th day of September, 1938. Witnesses: Henry Fairchild, G. Gower, Frank Kitchen, R. L. Simmons, Estate of R. L. Simmons, Mattie E. Jenkinson, Executor. Notary Public for S. C.

SATISFIED AND CANCELLED OF RECORD 17th DAY OF Sept. 1938. Ollie Farmer, R. M. C. FOR GREENVILLE COUNTY, S. C. AT 2:15 O'CLOCK P. M.