Vol. 263

MORTGAGE OF REAL ESTATE

Form 1

36122 PROVENCE-JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA,
County of Greenville,

TO WHOM ALL THESE PRESENTS MAY CONCERN:

James Exum SEND GREETINGS:

Whereas, I the said James Exum

in and by my certain promissory note in writing, of even date with these presents, am

well and truly indebted to W. E. Rush

in the full and just sum of Two Thousand

($ 2000.00) Dollars, to be paid as follows:

$25.00 on October 1, 1936 and $25.00 on the 1st of each and every consecutive month thereafter until the full sum of $2000.00 is paid, with the privilege of anticipating the payment of the whole or any part thereof on any interest bearing date

with interest thereon from date at the rate of 6 per centum per annum, to be computed and paid

quarterly 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 I, the said James Exum, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. E. Rush

according to the terms of the said note, and also in consideration to the further sum of Three Dollars, to me

the said James Exum

in hand well and truly paid by the said W. E. Rush,

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by the Presents do grant, bargain, sell and release unto the said at and before signing of these Presents, the

W. E. Rush

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, near the City of Greenville being known and designated as lot #17 of Block "H" of the Melrose Land Company subdivision as shown on plat of record in the R. M. C. Office for Greenville County in Plat Book "A" at page 157, said lot fronting on Summit Ave. 50 feet and running back in parallel lines 140 feet to an alley. Being the same lot conveyed to me by W. E. Rush by deed of even date the same not yet having been recorded.

Witness James Exum
Robert Leonard
Helen Jarrard

SATISFIED AND CANCELLED OF RECORD THIS 3 DAY OF Nov 1942
A. D. LEON GREENVILLE COUNTY, S. C.
REC. OF MORTGAGES

I hereby assign this mortgage to J. H. Rush
Sept 3-1936
W. E. Rush

Witness
Margorie Rush
Palmer Berryhill

#10092,

Assignment Recorded Sept 4th. 1936, at 9:45 A.M.