

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

42161 PROVINCE-JARRARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ~~we~~ We, Ruth Burnett and Jessie Elizabeth Burnett,

are ~~not~~ well and truly indebted to
O. P. Earle, as Conservator of Mechanics Building and Loan Association

in the full and just sum of Two Hundred Seventy Two and 30/100

Dollars, in and by ~~our~~ ^{our} certain promissory note in writing, of even date herewith, due and payable ~~by us~~ ~~XXXX~~

in monthly instalments of \$5.00, commencing Oct. 1, 1939 and continuing on the first day of each and every month thereafter to and including August 1, 1940, balance to be due and payable September 1, 1940;

Baid Satisfied on Mechanics Building & Loan Association of Greenville S.C. Date Nov. 4 1939 witness J. S. Cleahan H. Nesbitt # 14162

with interest from date at the rate of six per centum per annum until paid; interest to be computed and paid monthly ~~XXXX~~, and if unpaid when due to bear interest at same rate as principal until paid, and ~~we~~ have further promised and agreed to pay ten per cent. of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That ~~we~~ ^{we} the said Ruth Burnett and Jessie Elizabeth Burnett,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to ~~us~~ ^{us} in hand well and truly paid at and before the sealing and delivery 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

O. P. Earle, as Conservator of Mechanics Building and Loan Association

all that tract or lot of land in Greenville Township, Greenville County, State of South Carolina.

Beginning on the West side of Judson Road at a point 160 feet from the corner of Valley Street, and running thence South 42.30 W. 200 feet; thence N. 53.35 West 120 feet to line of lot No. 4; thence with line of lot No. 4 North 42.30 East 200 feet to a point on Judson Road; thence with said road South 53.35 E. 120 feet to the point of beginning, and being a portion of the same lot conveyed to Mechanics Building and Loan Association by E. Inman, Master, October 8th, 1932, deed recorded in the R. M. C. office for Greenville County in Volume 165, page 394 and being the identical lot of land conveyed to E. H. Patterson and Ethelyn Patterson by O. P. Earle, as Conservator of the Mechanics Building and Loan Association by deed dated April 15, 1937, said deed being recorded in the R. M. C. Office for Greenville County in Deed Book 196, page 29 and the same conveyed to F. C. Burnett and Jessie E. Burnett by E. H. Patterson and Ethelyn Patterson by their deed dated July 28th, 1937, recorded in R. M. C. Office in Volume 199 at page 207.

This mortgage binding the interest of the minor, Jessie Elizabeth Burnett, is made pursuant to decree of the Court in the case of Ruth Burnett, as General Guardian of Jessie Elizabeth Burnett, as minor vs. Jessie Elizabeth Burnett, dated August 26, 1939.

It is understood that this mortgage is junior to a mortgage of even date herewith given to the Fidelity Federal Building & Loan Association.