

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 60638

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

S. Dixon F. Pearce

SEND GREETING:

WHEREAS, *S*, the said *Dixon F. Pearce*
in and by *my* certain *promissory* note in writing, of
even date with these presents, *am* well and truly indebted to

Mrs. Stella K. Tindal
in the full and just sum of *One Thousand and no/100 (\$1000.00)*
Dollars, to be paid *Two years 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, said note further providing for an attorney's fee of *ten per cent*

besides all costs and expenses of collection, to be added to the amount due on said note, 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 said note, reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That *S* the said *Dixon F. Pearce*
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *Stella K. Tindal*

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to *me* the said *Dixon F. Pearce*
in hand well and truly paid by the said *Stella K. Tindal*

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 **Stella K. Tindal, her heirs and assigns, All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Ward Six of the City of Greenville on the West side of Jones Avenue, and having according to a recent survey made by W.M. Rast, Engr. the following metes and bounds, to-wit: Beginning at an iron pin on the west side of Jones Avenue, at a point 320 feet North of the Northwest intersection of Jones Avenue and Tindal Avenue and running thence along the west side of Jones Avenue N. 0-35 E. 65 feet to an iron pin; thence N. 89-25 W. 170 feet to iron pin; thence S. 0-35 W. 65 feet to iron pin; thence S. 89-25 E. 170 feet to the beginning corner on the west side of Jones Avenue. This being the same lot conveyed to me by Stella K. Tindal by deed dated Nov. 1928, not yet recorded.**

It is understood and agreed between the parties (the mortgagee, by the acceptance of this mortgage, agreeing thereto) that this is to be a second and inferior mortgage, second to a temporary construction loan in the sum of from \$3500.00 to \$4,000.00, and upon the cancellation of the temporary construction loan, this mortgage is to be second and inferior to a permanent loan of approximately \$5,500.00, to be placed after completion of the house, notwithstanding the date of recordation. And Mortgagee herein agrees to waive priority in favor of both of the aforesaid mortgages, and by accepting this instrument does waive such priority.