Vol. 253

MORTGAGE OF REAL ESTATE

Form 1

32802 PROVENCE, JARRARD & MARTIN—GREENVILLE

The State of South Carolina,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mary Ella McDaniel and Annie Lou Newman

SEND GREETING:

WHEREAS, we, the said Mary Ella McDaniel and Annie Lou Newman in and by our certain promissory note in writing, of even date with these presents, well and truly indebted to J. H. Rush in the full and just sum of Seven Thousand ninety (7090.00) 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; 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 the 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, will more fully appear.

Satisfied and Cancelled Aug 18-1945 J. H. Rush

NOW, KNOW ALL MEN, That we the said Mary Ella McDaniel and Annie Lou Newman in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. H. Rush according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said Mary Ella McDaniel and Annie Lou Newman in hand well and truly paid by the said J. H. Rush 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 J. H. Rush, the following described property, to-wit:

Witnesses: Mary Ella McDaniel, Annie Lou Newman

SATISFIED AND CANCELLED OF RECORD THIS 18 DAY OF Aug 1945 J. H. Rush

R. M. C. GREENVILLE COUNTY, S. C. AT 10:45 O'CLOCK A. M.

All that lot of land situate in the City and County of Greenville, S. C.

Beginning at an iron pin on the East side of Seven Oaks (now Mallard) Street 247 feet from the south side of Pendleton St, corner of a seven foot driveway; thence along the south side of said driveway S. 71.39 E. 124.7 feet to an iron pin on rear line; thence S. 18.08 W. 50 feet to an iron pin; thence N. 71.39 W. 124.78 feet to an iron pin on the East side of Seven Oaks St, thence along the East side of said Street N. 18.15 E. 50 feet to the beginning. The seven foot driveway above referred to shall be kept open for the use of the grantee and the adjoining property owners.

Also an undivided one-half interest in and to the above mentioned driveway lying North of and adjoining the lot above described, having a frontage of seven feet on said street and running back in parallel lines approximately 124.7 feet. Being the same lot of land conveyed to us by E. Inman, Master for Greenville County by deed of even date the same not yet having been recorded.

Also All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in the City of Greenville, known and designated as lot #13 according to a plat of the property known as McDaniel Heights made by Dalton & Neves, Engrs., August 1928 and having the following metes and bounds, to wit: Beginning at a pin at the corner of Cleveland St. and Ben St. and running thence along the south side of Ben St. in a line due East 173 feet to pin corner of lot #12; thence in a line due south 43 feet to pin corner of lot #14; thence with line of lot #14 S. 82.58 W. 175.2 feet to pin on Cleveland St, thence with Cleveland St. N. 0-11 E. 65 feet to the beginning corner.

State of South Carolina
County of Greenville.
Personally appeared before me J. W. Rush who being duly sworn says that a payment of the within mortgage on the 27th. day of November, 1942.
Sworn to before me this 14th June 1945.
B. Leatherwood (seal) Notary Public S. C.

Received the sum of $1000.00 as payment on the within mortgage this the 27th. day of November, 1942.
J. W. Rush.

Notice Released June 14th. 1945 at 10:48 a.m. #6938.
J. W. Rush