

MORTGAGE OF REAL ESTATE

38198 PROVENCE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

*I, W. D. McBrayer*

SEND GREETING:

WHEREAS, *I*, the said *W. D. McBrayer*

in and by *my* certain *promissory* note in writing, of even date with these presents *and* well and truly indebted to *H. P. McGee Trustee Estate* *B. M. McGee*

in the full and just sum of *Two Hundred Seventy Five (\$275.00)* Dollars to be paid: *Seventy Five Dollars (\$75.00) a month, the first payment of \$25 to be made on the 4th day of October, 1937, and thereafter \$25 on the 4th day of each succeeding month until paid in full*

*Satisfied July 8, 1937 H. P. McGee Estate of*

with interest thereon from *date* at the rate of *seven* 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 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 *Fifty (\$50.00) Dollars*

besides all costs and expenses of collection, to be added to the amount due on said note and 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.

NOW KNOW ALL MEN, That the said Mortgagor, *W. D. McBrayer*, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, *H. P. McGee*, according to the terms of the said note, and also in consideration of the further sum of *Twenty Dollars* to the said Mortgagor, *W. D. McBrayer*, in hand well and truly paid by the said Mortgagee, *H. P. McGee*, 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 and release unto the said Mortgagee, *H. P. McGee*, and *his successors, heirs and assigns*, forever, all and singular that certain piece, parcel, lot or tract of land situated, lying and being in *Greenville Township, Greenville County, State aforesaid*

RECORDED IN DEED BOOK 185, PAGE 111, GREENVILLE COUNTY, S. C. JULY 28, 1937. # 8289

about two and one-half miles from Greenville Court House, on Furman Hall Road, being known and designated as lot No. 4 of Furman Hall Heights, according to the plat thereof made by *W. D. McBrayer*, Surveyor, October 1, 1936, and having the following metes and bounds according to said plat:

BEGINNING at a stake in Furman Hall Road, at corner of lot No. 3. (which stake is 150 feet from the intersection of Furman Hall Road and Metts Street), and running thence with the line of Lot No. 3, S 75 E. 130 feet to a stake in line of lot No. 1; thence with line of lot No. 1, N. 28-25 E, 80 feet to stake in line of lot No. 5; thence with line of lot No. 5, N. 61-35 W. 125.3 feet to a stake in Furman Hall Road; thence with Furman Hall Road, S. 28-35 W. 112 feet to the beginning corner.

This is a portion of the land conveyed to me, *W. D. McBrayer*, by *Marsmen, Inc.*, December 10, 1936, by deed recorded in Deed Book 185, page 111, and the above mortgage is second and junior in rank to the lien of a mortgage formerly given by me to the said *H. P. McGee* and *C. M. McGee*, Trustees, July 9, 1937, in the original amount of Eleven Hundred (\$1,100.00) Dollars, recorded in Mortgage Book 267, page 333, RMC Office for Greenville County.