

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA, }
County of Greenville, }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. W. Kay

SEND GREETING:

Whereas, I, the said J. W. Kay
in and by my certain promissory note in writing, of even date with these presents,
well and truly indebted to W. C. Earnhardt and Charlotte W. Earnhardt

in the full and just sum of One Hundred Fifty (\$150.00) Dollars
(\$) Dollars to be paid as follows: Ten Dollars to be paid on
July 1, 1938 and ten dollars on the first day of each month thereafter until the full amount
plus interest at 6% is paid in full.

This mortgage has been satisfied signed - Charlotte W. Earnhardt

with interest thereon from date at the rate of 6 per centum 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, 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 of 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 J. W. Kay
witnessed by W. C. Earnhardt and Charlotte W. Earnhardt
thereof to the said W. C. Earnhardt and Charlotte W. Earnhardt

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to
the said J. W. Kay
in hand well and truly paid by the said W. C. Earnhardt and Charlotte W. Earnhardt

RECORDED AND CANCELLED OF
30 DAY OF AUG - 1938
OFFICE TOWN CLERK
GREENVILLE COUNTY, S.C.
CLOCK - # 12285

at and before 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

W. C. Earnhardt and Charlotte W. Earnhardt

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, being known and designated as Lot No. 12, of a subdivision known as "Oakhurst," as shown by plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "I", page 84 and having the following metes and bounds, to-wit:

Beginning at an iron pin on the south side of Buist Avenue joint corner of Lots 11 and 12, which point is 174 feet from the southeast intersection of Rutherford Street and Buist Avenue, and running thence S. 65-16 E. 55 feet to an iron pin, corner of Lot 13, which point is 100 feet from Oakhurst Street; thence along the line of Lot 13, S. 30-49 W. 149 feet to an iron pin; thence N. 65-16 W. 55 feet to an iron pin, rear corner of Lot 12; thence along line of Lot 55, N. 30-49 E. 149 feet to the beginning corner of Busit Avenue.