

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

40828 PROVENCE—ARRARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Luther Cox

am well and truly indebted to

Thomas McAfee, Inc.,

in the full and just sum of Six Hundred (\$600.00)

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable on the _____ day of _____ 19____.

Due One Hundred (\$100.00) Dollars per year, beginning one year from date

Paid and satisfied this 9th day of November 1943. Thomas McAfee, Inc. by Thomas S. McAfee, Secy. Treas.

RECORDED 9th DAY OF Nov 1943
SATISFIED AND CANCELLED OF
R.M.C. OF GREENVILLE COUNTY, S.C.
#11039
12:16 P.M.

_____ with interest from _____ date _____ at the rate of 6% per centum per annum until paid; interest to be computed and paid annually annually, and if unpaid when due to bear interest at same rate as principal until paid, and I 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 Luther Cox the said _____

_____ 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 me 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 _____

Thomas McAfee, Inc.,

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

(1) That tract of land on both sides of North Saluda River, known as part of the land conveyed to Elzy and W. C. Cox by Precia Cox, having the following metes and bounds, to-wit: BEGINNING at a stake at a creek thence running N. 85 3/4 E. across North Saluda River, 18.15 to a stone, Chestnut Oak gone; thence N. 9 W. 15.80 to a stone; thence N. 77 W. 24.88 to a stake in Road; thence down said road S. 9 W. 3.15 to a bend; thence S. 87 W. 1.50 to a branch; thence down said branch S. 8 1/2 W. 1.50 to creek; thence S. 50 E. 14.50 to the intersection of a ditch with creek; thence down the creek S. 3 1/2 E. 9.00 to the beginning corner, containing 36-3/4 acres, more or less. Being the same tract conveyed to me by Elzy Cox by deed dated March 17, 1925.

(2) All that tract of land on North Saluda River having the following metes and bounds, to-wit: BEGINNING, at a stone on the west bank of North Saluda River, and on the line between tract No. 1 and tract No. 2 of the Estate of Susan Cox, and thence running along bank of said River S. 8.58 W. 136 feet to a stake on bank; thence across said river S. 41.26 E. 100 feet to a stake on east bank and on line of C. O. Goodwin property; thence along line of said Goodwin property 8.58 E. 589 feet to a stake on the line of Elzy Cox property; thence along line of Elzy Cox and William Cox property N. 77.10 W. 3344.5 feet to a stone on the Harry Cleveland property; thence along the line of said Cleveland property N. 6.55 E. 2120 feet to a stone on line of tract No. 1 of the Estate of Susan Cox; thence along the line of said tract No. 1 S. 54.20 W. 3536 feet to a stone on the west bank of north Fork of Saluda River at the point of beginning, known as tract No. 2, of the Susan Cox Estate, and containing 101.16 acres, more or less, as shown on plat made by R. E. Dalton, dated January, 1913, recorded in Book D, page 14-15; exclusive of a cemetery of 2.5 acres described as follows:

BEGINNING, at a point near the west side of the Marietta Road, and running thence near said road N. 50.00 E. 331.5 feet; thnce N. 39.50 W. 330 feet; thence S. 50.00 W. 329.5 feet; thence S. 39.30 feet E. 330 feet to the beginning point. Being the same lot conveyed to me by Sarah Cox, et al, by deed dated September 20, 1913, recorded in Vol. 28, page 105.

This mortgage being junior in rank to the mortgage executed by Luther Cox to the Peoples National Bank, Executors of the Estate of D. D. Davenport, dated March 17, 1925, in the original sum of \$2500.00, recorded in mortgage Vol. 156, page 51. The balance due on the first mortgage is \$1200.00.