

STATE OF SOUTH CAROLINA,
County of Greenville

I, Marvin G. Garner

SEND GREETING:

WHEREAS, I the said Marvin G. Garner

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Judson Mills ~~SOUTH CAROLINA TRUST COMPANY~~ a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Nine Hundred and no/100 (\$900.00) DOLLARS, to be paid at Greenville in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of October, 1939, and on the 1st day of each month of each year thereafter the sum of \$9.00, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of March, 1951, and the balance of said principal and interest to be due and payable on the 1st day of April, 1951; the aforesaid monthly payments of \$9.00 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$900.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its interests to place, and the holder should place, the said note or 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 Marvin G. Garner Judson Mills in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~SOUTH CAROLINA TRUST COMPANY~~ COMPANY according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me Judson Mills the said Marvin G. Garner in hand well and truly paid by the said ~~SOUTH CAROLINA TRUST COMPANY~~ Judson Mills 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 ~~SOUTH CAROLINA TRUST COMPANY~~ Judson Mills

All that certain piece, parcel or lot of land on the West side of 3rd Avenue in Judson Mills No. 1 Village in the County of Greenville, State of South Carolina, being known and designated as Lot No. 8 as shown on a plat of Section 1 of Judson Mills Village made by Dalton & Neves, Engineers, in August, 1939, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book K, at pages 11 and 12, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pipe on the West side of 3rd Avenue, 73 feet North of the Northwest corner of the intersection of 3rd Avenue and Heatherly Drive, joint front corner of lots No. 8 and 9; and running thence with lot No. 9, N. 85-30 W. 88 feet to an iron pipe, joint rear corner of lots No. 21 and 22; thence with the line of lot No. 22, N. 4-30 E. 70 feet to an iron pipe, joint rear corner of lots No. 7 and 8; thence with the line of lot No. 7, S. 85-30 E. 88 feet to an iron pipe on the West side of 3rd Avenue, joint front corner of lots No. 7 and 8; thence with 3rd Avenue S. 4-30 W. 70 feet to the beginning corner.

This is the identical property conveyed to the mortgagor herein by deed of Judson Mills of even date herewith, and this mortgage is given to secure the unpaid portion of the purchase price.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ASSIGNMENT

FOR VALUE RECEIVED Judson Mills hereby assigns, transfers, and sets over unto The Peoples National Bank of Greenville the within mortgage and the note which it secures.

Dated this 31st day of October 1939

Witness:

Billie Mahaffey
Betty Wells

Judson Mills
By A. B. Sibley
Treasurer

Assignment Recorded November 3d, 1939, at 1 p. M. #14930