

MORTGAGE

STATE OF SOUTH CAROLINA, }
COUNTY OF Greenville } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, **M. G. Spann**,
Greenville, S. C.

WHEREAS, the Mortgagor is and truly indebted unto **The South Carolina National Bank of Charleston (Columbia Branch)**, hereinafter called the Mortgagee, send(s) greetings: a corporation organized and existing under the laws of **the United States of America**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Twenty-seven Hundred & no/100** Dollars (\$ **2700.00**), with interest from date at the rate of **four and one-half** per centum ($\frac{4\frac{1}{2}}{100}$ %) per annum until paid, said principal and interest being payable at the office of **The South Carolina National Bank of Charleston (Columbia Branch) in Columbia, S. C.** The South Carolina National Bank of Charleston (Columbia Branch) at such other place as the holder of the note may designate in writing in monthly installments of **Fifteen and 01/100** Dollars (\$ **15.01**), commencing on the first day of **November** 1940 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **October**, 1965.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforeaid debt, and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All those certain pieces, parcels or lots of land with the buildings and improvements thereon situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, on the northeast side of Brookway Drive, being known and designated as Lots No. 21 and 22, Block C as shown on a revised plat of Grove Park made by W. J. Riddle, Surveyor, April, 1939, which plat is recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book J at pages 68 and 69, and having in the aggregate, according to said plat and a more recent survey entitled "Property of M. G. Spann, made by A. Newton Stall, July 17, 1940,"

the following metes and bounds, to-wit:
BEGINNING at an iron pin in the northeast side of Brookway Drive, joint corner of Lots No. 20 and 21, which iron pin is 103.6 feet in a westerly direction from the intersection of Brookway Drive and a service alley, and running thence with the northeast side of Brookway Drive N. 39-32 W. 25.6 feet to an iron pin, joint corner of Lots No. 21 and 22; thence still with the northeast side of Brookway Drive N. 27-00 W. 27.7 feet to an iron pin, joint corner of Lots No. 22 and 23; thence with the joint line of said lots N. 36-32 E. 169.4 feet to an iron pin, joint rear corner of Lots No. 10, 11, 22 and 23; thence with the rear line of Lots No. 11 and 12, S. 59-15 E. 50 feet to an iron pin, joint rear corner of Lots No. 12, 13, 20 and 21; thence with the joint line of Lots No. 20 and 21, S. 36-32 W. 193.1 feet to the beginning corner.

Being the same lots of land conveyed to the mortgagors herein by R. E. Hughes by deed of even date and is intended to be recorded simultaneously herewith.

M. G. Spann

To

The South Carolina National Bank of Charleston (Columbia Branch)

For value and without recourse, The South Carolina National Bank of Charleston (Columbia Branch) hereby assigns, sets over and transfers unto The Life Insurance Company of Virginia, Richmond, Virginia, the within mortgage and the note which it secures.

IN WITNESS WHEREOF, The South Carolina National Bank of Charleston (Columbia Branch) has caused these presents to be signed by L. M. Milling, its Vice-President, and its seal to be affixed this 2nd day of October, 1940.

Signed, Sealed and Delivered in the Presence of:

Josephine Sutherland.

The South Carolina National Bank of Charleston (Columbia Branch)

C. W. Ellis

By L. M. Milling

Vice President.

ASSIGNMENT RECORDED Oct. 4th, 1940 at 9:00 A.M. #13927.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.