

## MORTGAGE OF REAL ESTATE

WALTER, SWAN &amp; FOWELL CO., COLUMBIA, S. C. 1938-1940

THE STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

I, Alender McClure

SEND GREETING:

WHEREAS, I the said Alender McClure

in and by two certain Bond notes or Obligation bearing date the Sixth Day of November nineteen hundred and forty

stand firmly held and bound unto Tolly W. Petty

in the penal sum of One Hundred and Twenty Five Dollars

One Fifty Dollar Note payable Nov. 6, 1941 with interest at 6% Per annum until paid and one Seventy Five Dollar Note with interest 6% per annum until paid due and payable in full Nov. 6th, 1942.

contitioned for the payment of the full and just sum of

as in and by the said Bond and Condition thereto, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, that I the said Alender McClure in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Tolly W. Petty

according to the conditions of the said Bond; and also in consideration of the further sum of THREE DOLLARS to

the said Alender McClure in hand well and truly paid by the said Tolly W. Petty

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

Tolly W. Petty all that tract piece or parcel or lot of land lying and being in Glassey Mt. Township and in Greenville County and in the State of South Carolina known as lots no. 5 and 7 of the estate of J. M. McClure sub Divided by his last Will and Testimony, Having the following metes and bounds lot No 5 beginning on a stake on the gulley. Wills Corner now Jack Morgan's corner ; thence S 77 3/4 W. 9.08 to a stake thence N. 20 E. 13.60 to a stake; thence 77 3/4 E. 20.40 to a stake; thence S. 26 E. 3.00 to the branch in the paster; thence S. 10 W. 7.43 to a stake; thence S. 3 E. 130 to a stake in the branch; thence S. 70 W. 7.30 to a stake; thence S. 37 E. 1.50 to a stake, the beginning corner containing two acres more or less. The above described lot or parcel of land is now less one acre sold.

Lot #7 beginning on a stake in the branch S. 28 E. 1.00 to a point on the branch; thence S. 10 W. 1.50 to a point on the branch; thence S. 24 E. 3.00 to a point on the branch S. 44 E. 750 to a point on the branch; thence S. W. 3.20 to a stake on the creek bank; thence N. 58 W. 11.70 to a stake in the road; thence N. 39 W. 4.50 to a stake; thence N. 50 E. 1.60 to a stake in the branch the beginning corner, containing six acres more or less. ~~including~~  
Lockhats and others.

TOGETHER with all and singular the rights, Members, Hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises unto the said Tolly W. Petty his Heirs and Assigns forever.

And I do hereby bind my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Tolly W. Petty, his Heirs, and Assigns, from and against me and my Heirs, Executor, Administrators and Assigns., lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor or his Heirs, Executors or Administrators, shall and will forthwith insure the House and Buildings on said lot and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said Executors, Administrators, or Assigns, and in case he or they shall at any time neglect or fail to do then the said Mortgagee, His Executors, Administrators or Assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of such insurance under the mortgage.

PROVIDED ALWAY, NEVERLESS, and it is the true intent and meaning of the parties to these Presents, that if I the said Alender McClure do and shall well and truly pay or cause to be paid unto the said Tolly W. Petty the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according

~~SATISFIED AND CANCELLED~~

~~10/15/1941~~

~~DAY~~

~~GREENVILLE, S.C.~~

~~16/29~~

~~10/15/1941~~

~~10/15/1941~~

~~10/15/1941~~