

MORTGAGE OF REAL ESTATE - G.R.E.M. 2

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, George B. Wilbanks, and Lola Mae Wilbanks, SEND GREETINGS:

Whereas, we the said George B. Wilbanks, and Lola Mae Wilbanks,  
in and by our certain promissory note in writing, of even date with these presents, are  
well and truly indebted to Gertrude McAlister

in the full and just sum of Five Hundred and no/100 (\$500.00) Dollars,

on the following dates: One Hundred (\$100.00) Dollars on July 1, 1941; One Hundred (\$100.00) Dollars on January 1, 1942, One Hundred (\$100.00) Dollars on July 1, 1942; One Hundred (\$100.00) Dollars on January 1, 1943, and One Hundred (\$100.00) Dollars on July 1, 1943; with the privilege to anticipate by payment of any part of all of principal before due,

with interest thereon from date at the rate of six per centum per annum, to be computed and paid annually.

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 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 we the said George B. Wilbanks, and Lola Mae Wilbanks, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Gertrude McAlister,

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, the said George B. Wilbanks, and Lola Mae Wilbanks, in hand well and truly paid by the said Gertrude McAlister,

RECORDED AND INDEXED BY  
ALLIE JAMES WATKINS  
R. W. W. FOR GREENVILLE COUNTY, S. C.  
NOV 11 1940  
#4837

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 Gertrude McAlister, her heirs and assigns forever:

All that certain piece, parcel or tract of land situate in O'Neal Township, County of Greenville, State of South Carolina, containing Twenty Four and one-fourth (24 1/4) acres, more or less, and having the following metes and bounds, courses and distances, to-wit:

Beginning at a poplar (dead), corner of lands of Thomas Roe and estate of James Roe (deceased), and running thence S. 84 E. 2.94 chains to a maple on left bank of branch; thence up said branch as a line, 38.65 chains to a stake; thence N. 63 1/2 W. 2.84 chains to a stake; thence S. 29 1/2 W. 9.47 chains to a stake in old road; thence along said old road N. 62 W. 3.38 chains to an angle in road; thence N. 51 1/2 W. 3.41 chains to angle in road; thence N. 54 W. 1.34 chains to a stake in road; corner of Lands of Thomas Roe; thence S. 20 W. 20.30 chains to a stake, corner of lands of Thomas Roe; thence S. 19 E. 12.84 chains to the beginning corner. This being the same tract of land this day conveyed to us by Ruthel Prince by his deed to be recorded.

This is a first mortgage over the above described premises and ranks prior and senior to one this day given by us to Ruthel L. Prince.

State of South Carolina,  
County of Greenville.

For valuable consideration, I, Ruthel L. Prince, do hereby waive priority of mortgage given me this day over within described premises by George B. Wilbanks and Lola Mae Wilbanks, in favor of the within mortgage by George B. Wilbanks and Lola Mae Wilbanks to Gertrude McAlister, and I do agree that the within mortgage shall rank as second and junior thereto. Witness my hand and seal at Greenville, S. C., this December 24th, 1940.

Signed, sealed and delivered in the presence of:

John C. Henry

Ruthel L. Prince (SEAL)

George B. Wilbanks

State of South Carolina,  
County of Greenville.

Personally appeared before me George B. Wilbanks who, on oath, states that he saw the above named Ruthel L. Prince sign, seal and as his act and deed deliver the foregoing waiver of priority of mortgage for the uses and purposes therein mentioned, and that he with John C. Henry witnessed the execution thereof.