

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA,
County of Greenville,

This Mortgage Assigned to *Nachovia Bank & Trust Co.*
on *8th* day of *Jan.* 19*43* Assignment recorded
in Vol. *318* of R. E. Mortgages on Page *6*

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. W. Tench and Elvie Tench

SEND GREETINGS:

Whereas, we the said J. W. Tench and Elvie Tench
in and by our certain promissory note in writing, of even date with these presents, are

well and truly indebted to the Atlantic Joint Stock Land Bank of Raleigh, a corporation operating under an Act of Congress entitled "The Federal Farm Loan Act," with its principal place of business in Raleigh, North Carolina,

in the full and just sum of Nine Hundred (\$900.00)

of (\$900.00) Dollars, to be paid in fifteen (15) equal annual installments of \$60.00 each, first installment due and payable December 1, 1942, and the succeeding installments to become due and payable on the first day of December each year thereafter until \$900.00 is paid in full

with interest thereon from December 1, 1941 at the rate of six (6%) per centum per annum, to be computed and paid annually

until paid in full; all interest not paid when due to bear 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, 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 of 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 percent of the indebtedness as attorney's 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 J. W. Tench and Elvie Tench

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Atlantic Joint Stock Land Bank of Raleigh

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us

the said J. W. Tench and Elvie Tench

in hand well and truly paid by the said Atlantic Joint Stock Land Bank of Raleigh

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do, grant, bargain, sell and release unto the said

Atlantic Joint Stock Land Bank of Raleigh:

All that certain piece, parcel or tract of land situate, lying and being in Butler Township, Greenville County, State of South Carolina, containing thirteen and fifty six one-hundredths (13.56) acres, to be the same more or less, and being a part of tract number six (6) in the subdivision of the C. R. Bramlett farm according to plat of survey prepared by W. J. Riddle, Surveyor, March 23, 1937, and being more particularly described according to original plat prepared by W. J. Riddle, Surveyor, as aforesaid, and resurvey prepared in May 1941, as follows, to-wit:-

Beginning at a point in the center of the road leading to the Air Port, corner of tract number five (5) in the division of the C. R. Bramlett farm as aforesaid, in the line of J. H. Southern's land, and runs thence along said road leading to the Air Port North 67 degrees East 201.5 feet to a stake; thence leaving said road South 29 degrees 30 minutes East 655 feet to a stake, the southwest corner of tract number six-A (6-A); thence North 67 degrees East 201.5 feet to a stake in the line of tract number seven (7); thence along the line of tract number seven (7) South 29 degrees 30 minutes East 804 feet to a stake in the line of tract number nine (9); thence with the line of tract number nine (9) South 33 degrees West 575 feet to a stake, the southwest corner of said tract number nine (9) in J. H. Southern's line; thence with said Southern's line North 25 degrees 27 minutes West 1775 feet to the place of beginning, containing thirteen and fifty six one-hundredths (13.56) acres, to be the same more or less.

This mortgage deed is made subject to a right of way easement in favor of Duke Power Company as of record doth appear.

said note further providing for an attorney's fee of ten per centum besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

It is further expressly covenanted, understood and agreed that this mortgage and the note and/or notes which it secures are executed and delivered for the purpose of securing the balance purchase price money for the lands and property hereinbefore described.

In Assignment to this mtg., See mtg. Book 305, Page 169.

NOTIFIED AND CANCELLED OF RECORD
DATE OF *Feb 10 1943*
OFFICE OF THE CLERK OF THE COUNTY OF GREENVILLE, S. C.
NO. *286*

State of North Carolina
County of Greenville
Public Records
Book 318, Page 6
Atlantic Joint Stock Land Bank of Raleigh
Assignment of Mortgage
to Nachovia Bank & Trust Co.
8th day of Jan 1943
for \$900.00
on 8th day of Jan 1943
assignment recorded
in Vol. 318 of R. E. Mortgages on Page 6