

THE STATE OF SOUTH CAROLINA,

COUNTY of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

That We, J.M. Fortner, individually and as Executor and Trustee under the will of Ava I. Fortner, deceased and Mollie Fortner

SEND GREETINGS:

WHEREAS, we, the mortgagor hereinabove named J.M. Fortner individually and as Executor and Trustee under the will of Ava I. Fortner, deceased and Mollie Fortner

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to L.O. Patterson, Attorney for Jane G. Trenholm the mortgagee hereinafter named

in the full and just sum of fifteen hundred and no. 00 (\$1500.00) DOLLARS, to be paid One (1) year from date

with interest thereon from date at the rate of eight per cent. per annum, to be computed and paid semi-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 unpaid, then 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, said note further providing for an attorney's fee of ten per cent. (10%)

besides all costs and expenses of collection, to be added to the amount due on said note 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 or if any part of the money due on said note be not paid when due (all of which is secured under this mortgage), as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That we, the said mortgagors hereinabove named in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the mortgagee hereinabove named according to the terms of the said note, and also in consideration of the further sum of Three Dollars to us the said mortgagors in hand well and truly paid by the said mortgagee L.O. Patterson, Attorney for Jane G. Trenholm

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

L.O. Patterson, Attorney for Jane G. Trenholm, his heirs and assigns, All those two certain lots of land in Greenville Township said County and State, being Lots Nos. 26 and 39 of a sub-division of land, represented by a plat recorded in Plat Book F, page 73, in the R.M.C. Office for said Greenville County. Lot No. 26 begins on South side of Goodrich Street at corner of Lot No. 27 and runs thence S. 78-10 W. 89.6 feet to corner of lot No. 27 on right of way of P. & N. side track; thence Northwesterly with said right of way 104 feet to Goodrich Street; thence with Goodrich Street N. 77-25 E. 98.3 feet to the beginning corner. Lot No. 39 begins on said P. & N. right of way at corner of lot No. 40; thence N. 12-35 E. 104.2 feet to Inman Car line right of way; thence along the said right of way S. 78-10 E. 50 feet to corner of Lot No. 38; thence S. 12-35 W. 130 feet to Goodrich Street; thence with Goodrich Street N. 77-25 W. 18.6 feet to said P. & N. side track right of way; thence with said right of way 40.3 feet to the beginning corner, and being a part of the land conveyed to me by J. Norwood Cleveland by deed dated July 10th, 1922, and recorded in Volume 76, page 99, R.M.C. Office for Greenville County.

State of South Carolina, County of Greenville. I, H.K. Townes, as Attorney in fact for L.J. Poats, holding two mortgages (1) for twenty-two hundred (\$2200.00) Dollars, executed by J. Norwood Cleveland recorded in Volume 77, page 221, to L.J. Poats, (2) for twenty-five hundred ninety-five (\$2595.00) Dollars by J.M. Fortner, Executor and Trustee and Mollie Fortner, to H.K. Townes, Attorney for L.J. Poats (the first being held as collateral to the second), and the second recorded in Volume 108, page 196 (3) the mortgage to J. Norwood Cleveland by said J.M. Fortner as Trustee and Executor and Mollie Fortner, recorded in Volume 108, page 193. All of said mortgages are recorded respectively in the R.M.C. Office for said Greenville County, and I do hereby release the lien of said mortgages on the within two described lots, Nos. 26 and 39.

Witnesses: E.D. Allen, S.T. Earle. H.K. Townes (L.S.) Attorney for L.J. Poats and Attorney in fact for J. Norwood - Cleveland.

State of South Carolina, County of Greenville. Personally appeared before me, S.T. Earle, who upon oath says that he saw the above named H.K. Townes, Attorney for L.J. Poats and Attorney in Fact for J. Norwood Cleveland, sign, seal and deliver the foregoing release, and that he with E.D. Allen witnessed the execution thereof. Sworn to before me this 9th, day of May A.D. 1923. E.D. Allen (L.S.) Notary Public for South Carolina. S.T. Earle