

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

Whereas We, Nannie T. Garner and Sallie H. Smith, of Greenville, S.C.

of the County of Greenville, in the State aforesaid (hereinafter referred to as the "mortgagor") in and by his certain promissory note or notes (hereinafter referred to as "notes," whether one or more) in writing, of even date herewith, is well and truly indebted to HOME BUILDING AND LOAN ASSOCIATION (hereinafter referred to as the "mortgagee"), which said mortgagor hereby admits to be a corporation duly chartered under the laws of said State and having its principal place of business at Greenville, in said County and State, in the full and just sum of Fifty-five hundred and no/100

Dollars, (\$ 5500.00), to be paid on or before the date when the 15th series of the capital stock of said mortgagee shall reach maturity, with interest thereon from this date at the rate of -6- per cent. per annum, payable monthly, on or before the first Tuesday of each and every month.

until paid in full, past due interest to bear interest at same rate as principal; both principal and interest to be paid in United States gold coin of the present standards of weight and fineness; all the terms and covenants of said notes being hereby made parts hereof as fully as if set out at length herein.

Now, know all men that said mortgagor, in consideration of said debt and for the purpose of securing the payment thereof, and in further consideration of the sum of one dollar paid to said mortgagor by said mortgagee at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said mortgagee and his heirs, successors and assigns all that certain lot, piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville in Greenville Township,

and in the City of Greenville in Ward One, on the south side of Atwood Street, beginning at an iron pin, Babb corner, and running thence with Babb line S. 42.0 W. 159 feet; thence N. 48.0 E. 65 feet; thence N. 43.0 W. 159 feet to Atwood Street; thence with Atwood Street S. 48.0 W. 65 feet to the point of beginning, being Lot No. 4, subdivision Atwood Street. Plat of which is recorded in Plat Book "E" at page 132, office R.M.C. Greenville County.

Handwritten notes: "Sallie H. Smith", "Nannie T. Garner", "30 Day", "35 a M.", "# 7290"

State of South Carolina,
County of Greenville.

Whereas, on August 10th, 1923, Sallie H. Smith and Nannie T. Garner, executed and delivered to Sam R. Zimmerman their certain mortgage securing an indebtedness of \$2000, which mortgage is of record in the Office of R.M.C. for Greenville, S.C. in Volume 136, page 222, and covers Lot No. 4 on Atwood Street, and

Whereas, said mortgage contains the statements: "This mortgage to be second mortgage on house and lot from the time a loan is made by the American Building & Loan Association not exceeding \$4000, the total amount of loan to be used in constructing a residence"; and,

Whereas, said loan was never obtained from the American Building & Loan Association, and it is the desire of the said Sallie H. Smith and Nannie T. Garner to obtain a loan through the Home Building & Loan Association in the sum of \$5500 for the purpose of improving said property, and to secure said loan by First mortgage upon said lot of land;

Now therefore in consideration of the premises and of the sum of \$1.00 to me in hand paid, I, Sam R. Zimmerman the owner and holder of that certain mortgage, for the sum of \$2000, dated August 10, 1923, and recorded in Volume 136 at page 222, in the office R.M.C. for Greenville County, S.C., which mortgage covers lot No. 4, on Atwood St., and was executed by Sallie H. Smith and Nannie T. Garner to me, do hereby release and waive the lien of such mortgage, in favor of a mortgage in the sum of \$5500 dated March 29, 1924, and given for said Sallie H. Smith and Nannie T. Garner to the Home Building & Loan Association.

The purpose hereof is to make the lien of said mortgage to Home Building and Loan Association a First lien upon the property described therein.

Witness my hand and seal this 3rd, day of April, 1924.

Signed, sealed and delivered in the presence of:

T.J. Hunter, Jr.
B.O. Woodward.

Sam R. Zimmerman (Seal)

State of South Carolina,
County of Greenville.

Personally appeared before me T.J. Hunter, Jr. and made oath that he saw the within named Sam R. Zimmerman sign, seal and as his own act and deed deliver the within written instrument; and that he with B.O. Woodward witnessed the execution thereof.

Sworn to and subscribed before me this 4th, day of April, 1924.

B.O. Woodward (L.S.)

Notary Public for South Carolina.

T.J. Hunter, Jr.