MORTGAGE OF REAL ESTATE.

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 2557

THE STATE OF SOUTH CAROLINA,
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Annie H. Smith, of the County of Greenville, State of S.C., SEND GREETING:

WHEREAS, the said Annie H. Smith in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Board of Trustees of Presbyterian College of South Carolina, A.E. Spencer, Treasurer in the full and just sum of Three thousand five hundred ($3,500.00) Dollars, to be paid five (5) years after date, with interest thereon from date at the rate of 8 per cent per annum to be computed and paid semi-annually in advance until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and 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 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 (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That I the said Annie H. Smith in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Board of Trustees of Presbyterian College of South Carolina, A.E. Spencer, Treasurer according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Annie H. Smith in hand well and truly paid by the said Board of Trustees of Presbyterian College of South Carolina, A.E. Spencer, Treasurer, 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 Board of Trustees of Presbyterian College of South Carolina, A.E. Spencer, Treasurer, all that piece, parcel or lot of land situated on Stone Avenue in the City of Greenville, County of Greenville and State of South Carolina, and having the following metes and bounds, to-wit: Beginning at a stake on Stone Avenue, fifty (50) feet from the southeastern corner of Stone Avenue and Wilton Street and running thence with Earle's line S. 5-½ W. one hundred and fifty (150) feet to property nor or formerly owned by T.E. Gibson; thence along line of said Gibson property parallel with Stone Avenue forty-eight (48) feet, more or less to Dr. A.White's line; thence with line of Dr. A.White N. 5-½ E. one hundred and fifty (150) feet to Stone Avenue; thence with Stone Avenue forty-eight (48) feet, more or less, to the beginning corner at Earle's line, this being a portion of the land conveyed to T.E.-Gibson by T.C. Donaldson, A.H. Donaldson, et al., by deed dated Feb. 19, 1920 and recorded in Vol. 69, page 170 R.M.C. office, and same lot conveyed to me by T.E. Gibson by deed dated Oct. 20, 1921 and recorded in Vol. 73, page 288, R.M.C. Office for said County and State.
Also, a driveway right of way leading from Wilton Street to and along the rear of the above described lot, which driveway has a width of Eight (8) feet on the east side of Wilton Street and runs back in parallel lines to a depth of ninety-six (96) feet, the northern line of which runs parallel with and at all points one hundred and fifty (150) feet South of West Stone Avenue; this driveway right of way being for the joint and exclusive benefit of the lot above conveyed and the lot conveyed by T.E. Gibson to C.B. Holliday and J.M. Shuman, over which lot this driveway lies.
This is a first mortgage over the above described lot of land and there are no other liens, mortgages or encumbrances over said lot of land prior to this.

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State of South Carolina,
County of Greenville.

For Valuable consideration, I, T.E. Gibson, the owner and holder thereof, hereby agree that the lien of mortgage given by Annie H. Smith to me, dated Nov. 14, 1921, recorded in Vol. 107 page 40, R.M.C. Office for sum of $1233.91 covering the within described lot of land situated on Stone Avenue, said County and State, shall be junior in rank to the within mortgage over said within described lot of land given by Annie H. Smith to Board of Trustees of Presbyterian College of South Carolina, A.E. Spencer, Treasurer and I hereby waive priority.
Witness my hand and seal this 18, day of August A.D. 1922.
Witness:
Edward W. Goldsmith,
Jno. C. Henry.

T.E. Gibson (Seal)

State of South Carolina,
County of Greenville.

Personally appeared before me Edward W. Goldsmith and made oath that he saw the above named T.E. Gibson, sign, seal and as his act and deed deliver the above written waiver of priority of mortgage for the uses and purposes therein written and that he with Jno. C. Henry witnessed the execution thereof.
Sworn to before me this 18th, day of August A.D. 1922.
Jno. C. Henry (Seal)
Notary Public for South Carolina.

Edward W. Goldsmith

NOTARIAL SEAL