

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

Whereas, I, James Birnie, of the City of Greenville

of the County of Greenville, in the State aforesaid (hereinafter referred to as the "mortgagor") in and by a certain principal promissory note or notes (hereinafter referred to as "notes," whether one or more) in writing designated thereon as "first mortgage real estate bonds," due as follows on the first day of November A.D. 1923

and in and by _____ (designated as _____) to be paid _____ annually as follows _____

is well and truly indebted to Title Guarantee and Trust Company, a corporation chartered under the laws of said State and having its principal place of business in the City of Greenville, in said County and State _____

and just sum of eight thousand _____ Dollars.

(\$8,000.00); all of said notes bearing even date herewith and bearing interest from this date at the rate of eight (8) 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 the rate of eight per cent. per annum; it being hereby agreed that each of said notes shall bear interest after maturity or after default in payment at the rate of eight per cent. per annum, to be computed semi-annually, all interest not paid when due to bear interest at the rate of eight per cent. per annum; and that both principal and interest shall 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, in the Sixth Ward of the City of Greenville, known and designated as lot No. One (1) on a plat made by Will D. Neves, dated January 9, 1911, and recorded in the office of the Register of Mesne Conveyances for said County and State in Plat Book "C", at page 200, and having according to said plat, the following metes and bounds, to-wit:- Beginning at an iron pin on the northwest corner of Augusta and Wilkins Streets and running thence along said Augusta Street N. 25° 35' W. one hundred and eighty (180) feet to a stake on the corner of McKay Street; thence along said Street S. 86° 15' W. three hundred and thirty-one (331) feet to a stake on the corner of lot No. 2; thence S. 3° 15' E. one hundred and seventy (170) feet, eleven (11) inches along line of lot No. 2 to a stake on Wilkins Street; thence along line of Wilkins Street N. 87° 35' E. two hundred and twelve (212) feet to an iron pin; thence along said Street N. 85° E. one hundred and eighty-seven (187) feet to the beginning corner.

A small strip twenty-six (26) feet in width in the rear of this lot is a portion of the land conveyed to me, the said James Birnie, by Mrs. Bettie H. Orr, by deed dated January 6, 1905 and recorded in said office in Deed Book "NNN", at page 590. All the remainder of the lot covered by this mortgage was conveyed to me by Mrs. D. Jane Hammett and James L. Orr, Executors of the will of H.P. Hammett, deceased, by deed dated May 8, 1902 and recorded in said office in Deed Book "III", page 695.

There is no other lien or encumbrance on said land by mortgage, judgment or otherwise, except a three thousand dollar mortgage to J.M. Andrea, dated June 13, 1921, and recorded in said Office in Mortgage Book 92, at page 136. That mortgage is to be paid from the proceeds of the present loan.

being _____ the same land conveyed to said mortgagor by _____ on _____, 192____, by deed recorded in the office of the Register of Mesne Conveyances or Clerk of Court for _____ County, S. C., in Deed Book _____, page _____

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining. To have and to hold all and singular the said premises unto the said mortgagee and his successors, heirs and assigns forever. And said mortgagor does hereby bind himself and his heirs, executors, administrators and successors to warrant and forever defend all and singular the said premises unto the said mortgagee and his successors, heirs and assigns from and against said mortgagor and his heirs, executors, administrators, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof; also, on demand at any time, to give any further written assurances which may be desired to protect the interests of said mortgagee, including a new note or notes and mortgage correcting errors in the originals.

And said mortgagor hereby covenants and agrees with said mortgagee as follows: (1) That when the loan secured hereby is closed, there shall and will be no unsatisfied lien or encumbrance of any kind, prior to the lien hereof, affecting said premises or any part thereof, this being solemnly declared and represented by said mortgagor as a condition hereof and for the purpose of obtaining a loan hereunder.

THE DEBT HEREBY SECURED IS PAID IN FULL AND THE LIEN OF THIS INSTRUMENT IS SATISFIED. THIS DEED WAS RECORDED IN THE OFFICE OF THE REGISTER OF MESNE CONVEYANCES, GREENVILLE, SOUTH CAROLINA, ON NOVEMBER 15, 1923.

James Birnie
Title Guarantee and Trust Co.
Pepper, B. Davis
Treas.

See Release to this Mortgage. See Mtg Book 50 at Page 567.