

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

Whereas, William J. Marshall, of Greenville, South Carolina

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 as "notes" or "mortgage notes"), due as follows:

on the ninth day of November, 1935

and in and by interest notes (designated as "interest notes") due as follows:

is well and truly indebted to L. O. Patterson, as trustee for R. H. Cunningham and W. P. White

and just sum of one hundred and twenty, and no/100 Dollars,

(\$120.00); all of said notes bearing even date herewith and bearing interest from this date at the rate of seven per cent. per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at the rate of seven 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 seven per cent. per annum, to be computed semi-annually, all interest not paid when due to bear interest at the rate of seven per cent. per annum; and that both principal and interest shall be paid in United States gold coin of the present standard 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, Township, Greenville

just outside the corporate limits near the Burgome's Road, having the bounds, to wit: beginning at a stake on the south-east side of Montgomery Avenue, on corner and David Southern to Victoria and David Levi (see Deed Book 13 page 153), said beginning corner being 53 1/2 feet from the S. J. Smith corner, and running thence along Montgomery Avenue S. 56 1/2 N. fifty-three and one-half (53 1/2) feet to corner of lot formerly of John G. Landrum, thence along his line S. 35 1/2 E. 100 feet to corner of lot formerly of Huldry A. Southern (see Deed Book 24, page 575); thence along her line approximately N. 56 1/2 E. not quite 53 1/2 feet to the rear corner of the Victoria and David Levi lot; thence along line of that lot approximately N. 35 1/2 E. one hundred (100) feet, more or less, to the beginning corner.

There is no lien or encumbrance on said land by mortgage, judgment or otherwise, except a prior mortgage to said L. O. Patterson, as trustee as aforesaid, dated Nov. 9, 1935, recorded in Book 113, at page 85.

being the same land conveyed to said mortgagor by John B. Marshall on September 23, 1922, by deed recorded in the office of the Register of Mesne Conveyances or Clerk of Court for Greenville County, S. C., in Deed Book 87, page 11

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.

Handwritten notes: "Paid and satisfied in full March 11, 1940", "Patterson, R. H. Cunningham & W. P. White", "W. P. White"

Stamp: "SEARCHED AND CANCELED" with date and time markings.