

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville
Whereas, (Mrs) Eugenia J. Ester

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:

in five annual instalments of two hundred dollars each, on the fifteenth day of November in the years 1940, 1941, 1942, 1943 and 1944, respectively with the privilege of paying more than \$200 on any one or more of the above mentioned dates and giving at least six months' written notice of intention to do so.

and in and by interest notes (designated thereon as "interest coupons"), to be paid annually as follows:

is well and truly indebted to J. Spruill Marshall, deceased, as trustee under the will of J. Spruill Marshall, deceased (hereinafter referred to as the "mortgagee") in the full and just sum of one thousand dollars (\$1,000.00) Dollars,

(\$1,000.00); all of said notes bearing even date herewith and bearing interest from July 1, 1939 at the rate of seven 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 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 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 Fifth Ward of the City of Greenville, known and designated as Lot number five (5) of Mountain City

Lord & Improvement Co., as shown on the plat thereof recorded in the office of the Register of Mesne Conveyances for said county, in Deed Book "77", page 482, and having, according to said plat, the following meter and bounds: Beginning at a stake on the east side of River Street, corner of Lot no. 6, conveyed to James M. Croskeys by deed recorded in Book "N.N.N.", page 619, and running thence along the Croskeys line S. 86-30 E. 149.5 feet to an iron pin; thence N. 2-20 E. 44 feet to iron pin on line of Lot 14; thence N. 78 W. 151.4 feet along line of Lot, no. 4, formerly belonging to Anderson, to an iron pin in line of River Street; thence with said street S. 2-20 W. 60.6 feet to the beginning corner, being the same lot this day conveyed to said Eugenia J. Ester by A. M. Hill. This mortgage is given to secure the payment of a portion of the purchase money for said lot, and there is no other lien or encumbrance thereon by mortgage, judgment or otherwise.

In presence of O. A. Gilchrist

RECORDED AND CANCELLED BY MARY H. HARRIS, CLERK OF COURT FOR GREENVILLE COUNTY, S. C. JULY 1, 1939 11:40 A.M. # 7134

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.