

STATE OF SOUTH CAROLINA, }

COUNTY OF Greenville

Whereas, Grady E. Hyatt

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 installments as follows:

thirty dollars each on November 15 1941, May 15 and November 15 1942, and November 15, 1943. Then at least one hundred dollars on November 15 1943 and on November 15th in each year thereafter, until paid in full;

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

is well and truly indebted to L. C. Patterson, as trustee for P. H. Birmingham and J. P. White

and just sum of eight hundred Dollars,

(\$ 800.00); all of said notes bearing even date herewith and bearing interest from these 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.

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, about 1 1/2 miles west of Greenville Court House and designated as the northern half (approximately) of Lot number twenty three (23) of Marshall's Addition to the City of Greenville as shown on J. P. Sauter's plat filed in the office of the Register of Mesne Conveyances for said County in Deed Book "666", at page 258, and having, according to said plat, the following diagram and bounds to-wit: beginning at a stake on the northwest side of Monroe Street, in the center of the front line of said lot, approximately 330 feet from the extension of Hampton Avenue (shown on said plat by its former name Highland Avenue) and running thence along Monroe Street N. 31 1/2 E. fifty-eight (58) feet to a stake on the corner of Lot no. 22. thence N. 40 1/4 W. 340 feet with line of Lot no. 22 to a stake on joint corner of Lots nos. 14, 15, 22 and 23. thence S. 45 W. fifty-three (53) feet with line of Lot no. 14 to a stake in the center of the rear line of Lot no. 23; thence S. 39 E. 354 feet, more or less, to the beginning corner.

This is a first mortgage on said lot of land, this day conveyed to me by L. P. Surber, and is given to secure the payment of a part of the purchase money therefor.

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.

Handwritten notes:
Paid in full 1947.
L. C. Patterson as Trustee and
J. P. White as Trustee
P. H. Birmingham
N. B.
Satisfied and Recorded
DAY FOR GREENVILLE COUNTY, NO. 133