

STATE OF SOUTH CAROLINA, }

GREENVILLE COUNTY.

TO ALL WHOM THESE PRESENTS MAY CONCERN

*Elbert J. Allee*

SEND GREETING:

WHEREAS, *Elbert J. Allee*, the said

in and by *only* certain promissory note in writing, of even date with these presents, well and truly indebted to AMERICAN BUILDING AND LOAN ASSOCIATION, a corporation incorporated under the laws of the State of South Carolina, in the full and just sum of *Thirty - two Hundred and 00/100* Dollars, to be paid on or before the date when the *7th* Series of the *Installment*

Stock of the said AMERICAN BUILDING AND LOAN ASSOCIATION shall reach maturity, with interest thereon from date at the rate of eight per cent. per annum, payable weekly on or before Saturday night of each and every week until paid in full; and if

fail to pay said interest or to comply in all respects with the By-Laws of said association, for the space of thirty days, then said debt shall become immediately due and payable, together with all interest, fines and expenses, and all amounts advanced by the said Association on the within described property, by way of taxes or insurance, the same to be added to the amount due on said note and to be collectible as part thereof, together with an attorney's fee of ten per cent. 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 legal proceedings of any kind (all of which is secured under this mortgage), as provided in and by the said note, reference being thereunto had, will more fully appear

NOW, KNOW ALL MEN, That *Elbert J. Allee* the said

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said AMERICAN BUILDING AND LOAN ASSOCIATION, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said *Elbert J. Allee*

in hand well and truly paid by the said AMERICAN BUILDING AND LOAN ASSOCIATION, and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, sell and release unto the said AMERICAN BUILDING

AND LOAN ASSOCIATION All that certain lot or parcel of land in Greenville Township, Greenville County, State of South Carolina, near the City of Greenville, known and designated as Lot No. 82 of the subdivision known as Augusta Circle as shown on a plat of record in the R.M.C. Office for Greenville County, South Carolina, in the Plat Book F, page 23, and having according to said plat the following notes and bounds, to-wit: Beginning at an iron pipe, the northwest corner of Winyah St. and Tomassee Avenue and running thence with Tomassee Avenue N. 21-35 E. 50 feet to iron pin, joint corner of lots 82 and 83; thence with the joint line of said lots N. 71-35 W. 150 feet to iron pin, joint corner of lots 82, 83, 100 and 101; thence with the joint line of lots 82 and 101, S. 21-35 W. 50 feet to iron pin on Winyah Street; thence with Winyah Street S. 71-35 E. 150 feet to the point of beginning. Being the same conveyed to by *Delville C. Westervelt*, as Trustee by deed dated October 2, 1922, recorded in Book 95, page 403.

THE DEBT HEREBY SECURED IS PAID IN FULL AND THE LIEN OF THIS INSTRUMENT IS SATISFIED THIS 23rd DAY OF OCTOBER 1928. WITNESSED BY THE CLERK OF THE COURT AT 5:02 PM ON 10/23/28

State of South Carolina, Greenville County.

For value received I, M.C. Westervelt, as Trustee, hereby agree to waive in favor of the within mortgage the priority of a mortgage executed and delivered to me by Elbert J. Allee on the 2nd, day of October 1922, recorded in Book 114, page 36, to secure the payment of a note for \$675 given by him to me said day, and to postpone the lien of my said mortgage to the lien of the within mortgage.

Witness my hand and seal this 28th, day of December 1922.

In presence of: G.T. McNab, A.L. Dowling.

M.C. Westervelt (Seal) Trustee.

State of South Carolina, Greenville County.

Personally appeared before me G.T. McNab who being duly sworn says that he saw the within named M.C. Westervelt, as Trustee, sign, seal and deliver the foregoing written agreement, and that he with A.L. Dowling witnessed the execution thereof.

Sworn to before me this 28th, day of Dec. 1922.

A.L. Dowling (Seal) Notary Public for S.C.

G.T. McNab.