

THE STATE OF SOUTH CAROLINA, }  
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, *L. L. Bates*, of the County and State aforesaid

SEND GREETING:

WHEREAS, I, *L. L. Bates*, the said *L. L. Bates*  
in and by *my* certain *Promissory* note in writing, of  
even date with these presents, *am* well and truly indebted to

*Colonel Sims*  
in the full and just sum of *Fifteen hundred (\$1,500.00)*  
Dollars, to be paid *December 31, 1925*

with interest thereon, from *date* at the rate of *8* 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 same rate as principal; and if any portion of principal or  
interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof,  
who may sue thereon and foreclose the mortgage, said note further providing for an attorney's fee of

*five per cent* besides all costs and expenses of collection, to be  
added to the amount due on said note, to be collectible as a part thereof, 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 by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note,  
reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, that *L. L. Bates* the said  
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

*Colonel Sims*  
according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to *me*, the said

*L. L. Bates*  
in hand well and truly paid by the said

*Colonel Sims*  
at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do

grant, bargain, sell and release unto the said *Colonel Sims*, the following described property:

*All that piece, parcel or lot of land situate, lying and being in the County and State aforesaid in the City of Greenville, at the corner of Elm and Otis Streets, and having the following dimensions; beginning at the corner of Elm and Otis Streets and running south with Elm Street 56 feet; thence west 170 feet to iron pin; thence Northwest 77.2 feet to iron pin on Otis Street; thence east with Otis Street 172 feet to beginning corner. It is understood by and between the parties hereto that this mortgage is to be second in lien to a mortgage to be given to the Home Building and Loan Association in the sum of approximately \$2,700.00 to be paid in six and one-half years.*

State of South Carolina,  
County of Greenville.

For and in consideration of the sum of \$5.00 to me in hand paid, and other valuable considerations, I, Colonel Simms of Greenville, S.C., the owner and holder of that certain mortgage executed by L.L. Bates to me December 31, 1923 and recorded in Volume 138, at page 242 in the R.M.C. Office for Greenville, South Carolina, which mortgage is for the sum of \$1500, do hereby waive and release the lien of such mortgage in favor of the mortgage executed by L.L. Bates for the sum of \$3100 to Home Building & Loan Association of Greenville, S.C. upon the same property. It is the intention and purpose hereof that the lien of the mortgage given to Home Building & Loan Association, shall be a First lien upon the property described therein. The property covered by said mortgage is situate in the corner of Elm and Otis Streets in Greenville, S.C.

Witness my hand and seal this 8th, day of April, 1924.  
Signed, sealed and delivered  
in the presence of:

Jos. R. Bryson,  
W.B. Bryson. Colonel Simms (Seal)

State of South Carolina,  
County of Greenville. Personally appeared before me W.B. Bryson and made oath that he saw the within named Colonel Simms sign, seal and as his own act and deed deliver the within written instrument; and that he with Jos. R. Bryson witnessed the execution thereof.  
Sworn to and subscribed before me this 19, day of July, 1924.

Jos. R. Bryson (L.S.) W.B. Bryson  
Notary Public for S.C. This Waiver recorded July 22nd, 1924.