MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 46399

THE STATE OF SOUTH CAROLINA, County of Greenville. } TO ALL WHOM THESE PRESENTS MAY CONCERN:

Claude C. Shell, of Greenville

SEND GREETING:

MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

Dated 18th day of May, 1926

Recorded 21 day of May, 1926 in the office of the Clerk of Court or Register of Mesne Conveyances for the County of Greenville S. C. in book of real estate mortgages "177" Page 19

Secures the mortgagor's obligation for $1338.27 and interest, and covers lands in said mortgage more fully described.

WHEREAS, I, the said Claude C. Shell, in and by certain promissory note in writing, of even date with these presents, am well and truly indebted to R. N. Ward in the full and just sum of Thirteen Hundred Thirty Eight & 27/100 ($1338.27) Dollars, to be paid in installments of Twenty Five Dollars each on the 5th day of June, July, August, September and December, 1926 and January, February and March 1927 and thereafter on the 5th day of each and every month until paid in full, with interest thereon, from date hereof, at the rate of eight per cent. per annum, to be computed and paid yearly, and if 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 this mortgage; said note further providing for an attorney's fee of Twenty five per cent. amount due, 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, of which is secured under this mortgage; as in and by the said note, reference being thereto had, as will more fully appear.

(Mortgagor) R. N. Ward (Mortgagee)

In consideration of the sum of $1170 covering cash and secured interest and delivery to the undersigned of bonds of Home Owners' Loan Corporation of the face value of $1,275.00 receipt hereby acknowledged, the undersigned, being the owner and holder of the mortgage above set forth and the debt (principal and interest) secured thereby, whereon there is now unpaid the sum of $1338.27 hereby declares said obligation or indebtedness and the lien of the mortgage securing the same forever discharged and ended. January 18, 1934 at 12 M.

NOW, KNOW ALL MEN, that I, the said Claude C. Shell in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said R. N. Ward according to the terms of said note, and also in consideration of the further sum of Three Dollars to me in hand well and truly paid by the said R. N. Ward 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 R. N. Ward, his heirs and assigns forever, all that certain piece, parcel, or lot of land, lying, situate and being on Ward Ave., City of Greenville, in State and County aforesaid, and being known and designated as lot No. 9 of Lot No. 1 of C. L. Ward, according to plat of J. E. Sirrine, Engineer, recorded in office of Register of Mesne Conveyances for Greenville County, South Carolina in Plat Book "A" at page 337, fronting the following metes and bounds; to wit:

Witnesses: C. L. Lowe, Ben C. Thornton

Claude C. Shell (L. S.)

Ben C. Thornton

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

Personally appeared before me Ben C. Thornton who being duly sworn says that he saw the above-named C. C. Shell sign, seal and as his act and deed deliver the foregoing mortgage and that he with C. L. Lowe witnessed the execution thereof.

SWORN TO before me this 25 day of February, 1935.

C. L. Lowe

Notary Public for South Carolina

Beginning at an iron pin on Rowley Street 560 feet from the South side of Laurens Avenue, and running thence in an easterly direction 172 feet 7 inches to an iron pin; thence in a Southerly direction 55 feet to an iron pin; thence in a Westerly direction 172 feet 7 inches to an iron pin on Rowley Street; thence with Rowley Street in a Northerly direction 55 feet to the beginning corner, and being the same lot this day conveyed to me by the said R. N. Ward and this mortgage is given to secure a portion of the purchase price thereof. It is understood that this is a second mortgage over the within premises, the first being in the sum of Forty-five Hundred ($4500.00) Dollars, and having been given to A. D. L. Beckwith

SATISFIED AND CANCELLED THIS 7 DAY OF Feb. 1935

R. M. Gresham

RECORD'D IN R. M. C. OFFICE GREENVILLE COUNTY S. C. 9:15 O'CLOCK

State of South Carolina, County of Greenville. For value received, I, R.N. Ward, owner and holder of the within mortgage do hereby waive the priority of the lien of this mortgage and the note which it secures in favor of the mortgage given by C.O. Shell to Union Trust Company of Maryland, Baltimore, Md., and the American Bank & Trust Co., of Greenville, S.C. as Trustees, which mortgage is in the sum of $4500.00, and is recorded in the office of the Register of Mesne Conveyances for Greenville County, South Carolina in Volume 178, at page 106, that is to say, said mortgag-e shall rank senior to my mortgage. Witness my hand and seal this the 25th, day of June, 1926.

R.N. Ward. -

Witnesses:
R.P. Austin,
Mrs. T.B. Sanders. Waiver recorded June 25th, 1926 at 10:02 A.M.