Vol. 196. **Form 3.**

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 54469

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

E. J. Byrd

SEND GREETING:

WHEREAS, I, the said E. J. Byrd in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to J. Wilbur Hicks as Trustee in the full and just sum of Three hundred Sixty ($360) and no/100 Dollars, to be paid in monthly installments of Forty ($40) dollars each beginning January 1st, 1928.

with interest thereon, from Maturity of Installments at the rate of 8 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 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 Fifty ($50) Dollars 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 I, the said E. J. Byrd in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. Wilbur Hicks as Trustee according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me, the said E. J. Byrd in hand well and truly paid by the said J. Wilbur Hicks as Trustee 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 J. Wilbur Hicks, as Trustee, his heirs and assigns forever, All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, near the City of Greenville, known and designated as Lot #4 of Block 1 in a Subdivision known as Fair Heights, plat of said Subdivision being recorded in R. M. C. Office for Greenville County in Plat Book F, at page 257, having the following metes and bounds:

Beginning at a point on the west side of Brook-dale Ave. 150 feet from the corner of Brookdale Ave. and Hanover St. and running thence with Brookdale Ave. S. 81-20 W. 50 feet to a point; thence N. 58-40 W. 150 feet to a point; thence N. 81-20 E. 50 feet to a point; thence S. 58-40 E. 150 feet to the beginning corner. This being the same lot of land conveyed to E. J. Byrd by the Norwood National Bank by deed dated March 20th, 1926, and recorded in R. M. C. Office for Greenville County in Deed Book 72 at page 408.

Satisfied and Cancelled of Record this 9 day of Oct. 1930
J. Wilbur Hicks
Witness: E. Smith

RELEASED BY SALE UNDER FORECLOSURE
SEE SUPPLEMENTARY ROLL
DAY OF Oct. A. D. 1930
E. Smith