

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

THIS INDENTURE, made this 28th day of September, A. D. 1928,
by and between H. B. McBurny

party of the first part, and the MECHANICS BUILDING AND LOAN ASSOCIATION, of Greenville, S. C., a corporation, party of the second part,

WITNESSETH, Whereas, the said party of the first part is indebted to said MECHANICS BUILDING AND LOAN ASSOCIATION in the sum of Thirty-Seven hundred and no/100 Dollars, money loaned this day, with interest thereon from this date at the rate of eight per cent. per annum, payable weekly, the payment whereof the said party of the first part is anxious to secure:

Now, therefore, in consideration of the premises, and in further consideration of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto the said party of the second part all that certain piece, parcel and lot of land lying in Greenville County, in the State aforesaid, as follows, to-wit:

In Ward Three of the city of Greenville on the west side of Westfield Street, being lot no. one (1) in a subdivision of lands conveyed to J. B. League by Kate H. Sloan by deed of record in volume no. 19, Page 34, in the office of the Register of mesne conveyances for said county and state; Beginning at corner of lot now or formerly owned by Davis at iron pin on Westfield Street; thence along line of said Davis lot n. 69-15 W. one hundred and Seventy-four and five-tenths (174.5) feet to iron pin; thence S. 21 W. forty-eight and six tenths (48.6) feet to an iron pin; thence n. 69-15 E. one hundred seventy four and five tenths (174.5) feet to an iron pin on Westfield; thence along said street n. 21 E. forty-eight and six tenths (48.6) feet to the beginning corner. This is the same lot conveyed to me, the said H. B. McBurny by J. B. League, by deed dated December, 11th, 1928, and recorded in said office in volume 41, Page 69, State of South Carolina, County of Greenville

Satisfaction Recorded
28th Day of Sept 1928

Know all men by these presents, that I, Jessie Marshall, the legal owner and holder of a mortgage executed and delivered to me by H. B. McBurny, dated June 21, 1924 and recorded on the day of its date in the office of the Register of mesne conveyances for said county and state in mortgage Book 107, at Page 14 (and of the note for Two Thousand dollars, which said mortgage was given to secure) do hereby waive the priority of said mortgage in favor of the within Three Thousand seven hundred dollars mortgage given by said H. B. McBurny to the Mechanics Building & Loan Association, dated September, 28th, 1928; the true intent and purpose hereof being that the mortgage given to said Mechanics Building & Loan Association shall be the first lien upon the premises described therein, and that my said mortgage shall be the second lien thereon; This agreement is conditioned upon the cancellation by said Mechanics Building & Loan Association of a previous mortgage for Thirty Four hundred and no/100 Dollars given to it by said H. B. McBurny, recorded in said office in mortgage Book 165, at Page 195.

Witness my hand and seal on this the 28th day of September 1928 signed, sealed and delivered in the presence of:
Jessie Marshall (seal)

J. A. Smith
J. L. Sheatham

State of South Carolina, County of Greenville.

Personally appeared before me, J. A. Smith, and made oath that he saw the within named Mrs. Jessie Marshall sign, seal and as her act and deed deliver the within written release and that he with J. L. Sheatham witnessed the execution thereof.
Sworn to before me this the 28th day of September, A. D. 1928.
J. A. Smith
J. L. Sheatham, (L.S.) Notary Public, 401 South Carolina