Vol. 218.

Form 1.

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 65878

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, A. C. Justus and S. L. Jones

SEND GREETING:

WHEREAS, we, the said A. C. Justus and S. L. Jones in and by our certain promissory notes in writing, of even date with these presents, are well and truly indebted to Arthur S. Agnew in the full and just sum of Two Thousand Five Hundred and no/100 Dollars, to be paid One year after date, it being agreed that one of the notes secured by this mortgage is in the amount of Two Thousand Dollars and the other is for the amount of $500.00; further that the $2000.00 note is a first lien and the $500.00 note is junior to the $2,000.00 note; it is further agreed that the $500.00 subordinated note is issued in three notes, one for $250.00; one for $200; and one for $50., all of these being junior to the $2,000. note with interest thereon, from October 1, 1929 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 ten per cent besides all costs and expenses of collection, to be added to the amount due on the 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.

#8728

LIEN RELEASED BY SALE UNDER FORECLOSURE
SEE JUDGEMENT ROLL No. 6-2268
DAY OF July A.D. 1931
The above case! The Master to Cancel

NOW, KNOW ALL MEN, That we, the said A. C. Justus and S. L. Jones in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Arthur S. Agnew according to the terms of the said note, and also in consideration of the further sum of Three Dollars, the said in hand well and truly paid by the said 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 Arthur S. Agnew

Witness the hand and seal of the parties, this 1st day of July 1931.
Witness: Ivan A. Higgins
Witness: Shirley Hogg
A. C. Justus (L.S.)
S. L. Jones (L.S.)
Executed, Delivered and Acknowledged in presence of
Witness: Ivan A. Higgins
Witness: Shirley Hogg
Satisfied and Cancelled of Record this 7th day of July 1931.
Arthur S. Agnew
R.M.C. for Greenville County, S. C.
Filed July 7 1931 4:00 P.M.

All that piece, parcel or lot of land situate in the City of Greenville, County and State aforesaid, on the north side of West Washington Street, the south-eastern corner of the Davenport Girls Home property, and running thence along West Washington Street in a westerly direction 77 feet and 8 inches to a point, the corner of the Moore property; thence along Moore's line in a northerly direction 180 feet to a point; thence in an easterly direction in a line parallel with John Street 77 feet 8 inches to a point in the line of the Davenport Girls Home property; thence in a southerly direction along line of said Davenport Girls Home property 180 feet to the point of beginning on West Washington Street.

The mortgage herein is junior to a mortgage in favor of Mechanics Building and Loan Association not yet recorded.

State of South Carolina
County of Greenville

For value received, I Arthur S. Agnew, the owner and holder of the within mortgage and the note secured by it, hereby assign, transfer and set over same to South Carolina Loan & Exchange Bank, Greenville South Carolina, this the 7th day of October 1929.

In the presence of:
Ivan A. Higgins
Shirley Hogg

Arthur S. Agnew

Assignment Recorded Oct 8th. 1929, at 11:55 a.m.