

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Wm. R. Timmons,

SAYD GREETING:

WHEREAS, I, Wm. R. Timmons,

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to

J. F. Gallivan

in the full and just sum of Five hundred and no/100

Dollars, to be paid one year after date

with interest thereon, from date hereof 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.

NOW, KNOW ALL MEN, That I, Wm. R. Timmons,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

J. F. Gallivan,

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

Wm. R. Timmons.

in hand well and truly paid by the said

J. F. Gallivan,

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. F. Gallivan,

All that piece, parcel or lot of land on Gallivan Avenue (said Avenue being just outside of the City of Greenville) in the County and State aforesaid, known and designated as lot number fifty two (52) of North Hills, according to plat of said subdivison made by Dalton and Neves and recorded in the R. M. C. office for Greenville County in plat book H, at page 138, and having according to said plat a frontage on Gallivan Avenue of 69 feet.

Greenville, S.C.
May 18, 1937.

For Value Received, I hereby assign, transfer and set over to Susan L. Gallivan the within note and mortgage securing same.

Witness: Thelma Rogers.
B. H. Lollis.

Estate of J. F. Gallivan
J. R. Morris -
Executor.

Assignment Recorded May 19th - 1937 at 1:10 P.M. # 6686.

Dec. 31 - 1941

For value received I hereby assign, transfer and set over to Frances M. Gallivan the within mortgage and notes on same.

Witnesses: Without recourse on me J. F. Gallivan.
James G. Bannan Susan L. Gallivan
Virginia O. Bannan

Assignment recorded March 14, 1942 at 11:30 A.M. # 3197 1/2

*Paid in full & Satisfied
Jan 20, '35
Mary Louise Bannan and Frances M. Gallivan
Trustees for Frances M. Gallivan*

*Witnessed
Virginia O. Bannan
Thelma Rogers*

*SATISFIED AND CANCELLED BY
RECORD 23 DAY OF
Office J. F. Gallivan
A. M. C. FOR GREENVILLE COUNTY, S. C.
11:10 P.M. 1937
11 O'CLOCK
1107*