Vol. 250
MORTGAGE OF REAL ESTATE

Form 2

31619 PROVENCE, JARRARD & MARTIN—GREENVILLE

The State of South Carolina,

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mrs. Maynie Lee McKinney, SEND GREETING:

WHEREAS, I, the said Mrs. Maynie Lee McKinney in and by a certain promissory note in writing, of even date with these presents, am well and truly indebted to J. W. McKinney in the full and just sum of Eighteen Hundred and no/100 ($1800.00) Dollars, to be paid June 23rd, 1935

with interest thereon, from date at the rate of 7 per cent. per annum to be computed and paid 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 of the amount due 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, will more fully appear.

NOW, KNOW ALL MEN, That I, the said Mrs. Maynie Lee McKinney in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. W. McKinney according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to Mrs. Maynie Lee McKinney, the said J. W. McKinney in hand well and truly paid by the said J. W. McKinney 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. W. McKinney, and his heirs and assigns forever,

All that certain parcel or lot of land situate lying and being in Bates Township, State and County aforesaid, near Travelers Rest, on the McElhaney Road, and having the following meets and bounds, to-wit:-

Beginning at an iron pin in the center of the McElhaney road, corner of Thos D. Cooper land and running thence with the said road N. 45 E. 3.16 chains to iron pin in the center of said road; thence N. 32.50 W. 9.90 chains to an iron pin, line of Thos D. Cooper; thence with the Cooper line S. 16¼ E. 11 chains to the beginning corner. Containing one and one-half acres, more or less. Bounded by the McElhaney road, lands of Thos D. Cooper Estate and land formerly owned by Thos Watson. This being the same lot of land conveyed to me by T. J. Watson by his deed bearing date of November 24th, 1923, and recorded in R. M. C. Office for Greenville County in Vol 99 at page 174.

(It is the intention of both parties and is so understood that this note and mortgage is given to secure J. W. McKinney for payments which he contracts to make to the Home Owners Loan Corporation on the first lien on this property, and the amount due the mortgagee on this note and mortgage shall at all times be evidenced by receipts from the Home Owners Loan Corporation for payments made by J. W. McKinney or his heirs or assigns, and interest on same from date of payment at seven per cent per annum.)

Satisfied and Cancelled of Record this 20 day of March 1935
Wm. Jay Thornton
R. M. C. for Greenville County

Satisfied and Cancelled of Record this 12 day of March 1935
Wm. Jay Thornton
R. M. C. for Greenville County

See Waver to this mortgage, Book 377, Page 8.