

MORTGAGE OF REAL ESTATE

38098 PROVENCE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, William Maxwell

WHEREAS, I, William Maxwell the said

SEND GREETING:

in and by my certain promissory note in writing of even date with these presents and well and truly indebted to Citizens Lumber Company

in the full and just sum of Thirteen Hundred (\$1,300.00) Dollars to be paid:

Twentyfive Dollars (\$25.00) a month, first payment of \$25 to be made October 1, 1936, and thereafter \$25 on the 1st day of each succeeding month, entire amount to be due and payable August 1, 1938.

with interest thereon from Oct. 1st at the rate of seven per cent. per annum, to be computed and paid semi-annually in advance until paid in full; all interest not paid when due to bear interest at 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

to be added to the amount due on said note and 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 the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and its

suc. cossors Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in the City of Greenville County, State aforesaid,

on the west side of Brier Street, and having the following metes and bounds: beginning at a stake on Brier Street, corner of land now owned by B. E. Keel, thence with said Keel line N. 65 feet to a stake corner land now owned by S. C. Bradshaw, thence with said Bradshaw's line S. 100 feet to a stake on corner of Carson Street, thence with said Carson Street E. 65 feet to a stake corner of Brier Street, thence with Brier Street N. 100 feet to the beginning corner, being the same land devised to said William Maxwell by will of Dulcy Banks on file in the Office of the Probate Court for Greenville County in Apartment 227, File 2, and by deed of Dulcy Banks dated January 14, 1930, recorded in the R. M. C. Office for said Greenville County in Deed Book 161, page 479. The said Dulcy Banks having acquired title by will of Hill Banks on file in said probate office in Apartment 216, File 35.

It is further agreed that to further secure said note I assign the rents from said land and premises unto said Citizens Lumber Company and authorize said Company to employ a collector at my expense the same to pay over to Citizens Lumber Company the net rents collected.

Handwritten stamp: "RECORDED AND CANCELED IN THE OFFICE OF THE CLERK OF THE PROBATE COURT FOR GREENVILLE COUNTY, S.C. FEBRUARY 10, 1937"