

MORTGAGE OF REAL ESTATE

38398 PROVISIONAL-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. S. Merritt, of Greenville County, South Carolina SEND GREETING:

WHEREAS, J. S. Merritt, the said J. S. Merritt

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

in the full and just sum of Three Dollars Dollars to be paid: in cash

successive months thereafter until full payment to include principal and interest on said mortgage, and I hereby anticipate payment in cash to have the same paid hereon.

with interest thereon from June 6, 1938 at the rate of 6%

per cent. per annum, to be computed and paid 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 Five Dollars

besides all costs and expenses of collection, 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

Heirs and Assigns, forever, all and singular that certain piece, parcel, slots or tract of land situate, lying and being in Greenville County, State aforesaid,

any part of Bridge Road, near the City of Greenville, known as Tracts Nos. 33, 34, 35, 36, 37 and 38, as shown on plat of property of C. S. and St. S. Cunningham, made June 1, 1914, recorded in the U.M. C. Office for Greenville County in Book "4" at Pages 267-269, containing in the aggregate 10.72 acres, and shown described together, having the following metes and bounds, to-wit:

Beginning at a pin in the center of Fair's Bridge Road, corner of property now or formerly owned by Mrs. Maude Genee, and running thence with the line of her property, N. 48-10 E. 147 1/2 feet to an iron pin, corner of tract no. 37, thence with the line of said tract S. 73-00 E. 240 feet to an iron pin in center of said corner of tract no. 37, thence with the center of said road, N. 30-00 E. 500 feet to an iron pin in the center of said road, thence continuing with the center of said road, N. 48-10 E. 730 feet to an iron pin in center of Fair's Bridge Road, thence with the center of Fair's Bridge Road, N. 47-00 E. 200 feet to the point of beginning, said property being that conveyed to J. S. Merritt by Home Building and Loan Association by deed recorded in the U.M. C. Office for Greenville County in Book "4" at Pages 270, 271, 272, 273, 274, 275.

June 6, 1938.

For value received without recourse on us, we hereby assign and set over the within mortgage to Mrs. Lily A. Merritt.

witnesses
Edwin Kaldrop
J. B. Hackney

Citizens Lumber Co.
J. L. Rol
Pres.

Assignment Recorded June 6, 1938 at 11:30 A.M. # 7037

ATTESTED AND CANCELLED OF RECORD
THIS DAY OF June 1938
J. S. Merritt
GREENVILLE COUNTY, S. C.
A.M. NO. 70263