

MORTGAGE OF REAL ESTATE

38122 PROVISIONAL - JANUARY 1936 - GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO WHOM ALL THESE PRESENTS MAY CONCERN:

I, **W. D. McBrayer**

SEND GREETINGS:

Whereas, **I** the said **W. D. McBrayer**
in and by **my** certain **promissory** note in writing, of even date with these presents, **am**
well and truly indebted to **Emily P. McGee**

in the full and just sum of **Eighteen hundred (\$1,800.00) Dollars**

(\$ _____) Dollars, to be paid **\$50 on or before Sept. 1, 1936 and a like amount on the 1st of each and every month thereafter until the full amount is paid with the right to anticipate either wholly or in part at any time before maturity. Said monthly payments to include interest. Interest to be first paid and the balance applied as principal reduction.**

with interest thereon from **date** at the rate of **seven** per centum per annum, to be computed and paid **monthly as above provided.**

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, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that **I**, the said **W. D. McBrayer**, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said **Emily P. McGee**,

according to the terms of the said note, and also in consideration to the further sum of Three Dollars, to the said **W. D. McBrayer** in hand well and truly paid by the said **Emily P. McGee**,

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by the Presents do grant, bargain, sell and release unto the said

Emily P. McGee, her heirs and assigns, the following lots of land in Greenville County S. C., being (1.) lot of land on Grove and Judson Streets in the City of Greenville, and (2.) farm in Saluda Township, hereinafter described as follows:

(No. 1) All that certain piece, parcel or lot of land in Ward 6, City of Greenville, State of South Carolina, having the following metes and bounds: Beginning at an iron pin on the south side of Grove Street and running thence with Judson Street S. 1-30 W. 200 feet to an iron pin on an alley; thence N. 88-03 W. 81 feet to an iron pin; thence N. 0-21 E. 100 feet to an iron pin; thence N. 88-03 W. 27 feet; thence N. 1-30 E. 100 feet to Grove Street; thence with Grove Street S. 88-03 E. 110 feet to the point of beginning.

Also (No. 2) All that tract of land situated in Saluda Township, Greenville County, State of South Carolina, containing 79 acres, more or less, bounded by lands of W. J. Dill, A. Justice, Otis Taylor, et al, having the following metes and bounds, to-wit: Beginning at a stone 3M, thence S. 62 1/3 W. 36.33 to a stone 3X, thence S. 29 1/3 E. 21.75 to a red oak 3X; thence N. 62-2/3 E. 36.33 to a stone 3X, thence N. 29-2/3 W. 21.75 to the beginning.

Tract No. 1 is the same lot of land conveyed to the mortgagor herein, W. D. McBrayer, by Zelpha H. McDaniel and W. D. Clement by their deed dated July 22, 1936.

Tract No. 2 is the same conveyed unto the mortgagor, W. D. McBrayer, by Henry P. McGee.

The above described mortgage is second and junior in rank to the lien of the mortgage executed by the mortgagor herein to Eugenia R. Juman in the sum of One Thousand (\$1,000.00) Dollars, covering parcel No. 2, and dated July 28, 1936, recorded in R. M. C. Office for Greenville County in Mortgage Book _____ page _____ also, second and junior in rank to the lien of the mortgage executed by the mortgagor herein to H. P. McGee and C. M. McGee, Trustees, in the sum of Twenty-seven Hundred Fifty (\$2,750.00) Dollars, covering parcel No. 1, said mortgage being dated July 28, 1936 recorded in the R. M. C. Office for Greenville County in Mortgage Book _____ Page _____

Upon the payment of the interest herein, a release from the lien of this mortgage is to be made by the holder thereon on parcel No. 1, upon payment on principal of Twelve Hundred (\$1,200.00) Dollars, and on parcel No. 2 upon payment on principal of Six Hundred (\$600.00) Dollars.

It is further agreed that the \$50.00 monthly payments as made shall be applied two-thirds on parcel #1 and one-third on parcel #2 and that any payments in excess of the \$50.00 monthly payments shall be applied on the parcel designated by the mortgagor at the time of payment.

Handwritten notes and signatures:
- "note day" (written vertically)
- "mortgage secured in 37" (written vertically)
- "Emily P. McGee" (written vertically)
- "W. D. McBrayer" (written vertically)
- "Mortgage secured in 37" (written vertically)
- "Satisfied and Canceled" (stamped)
- "Office of the Recorder of Deeds" (stamped)
- "Greenville County, S.C." (stamped)
- "May 7 1936" (stamped)
- "10 O'CLOCK" (stamped)
- "# 6060" (handwritten)