

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

37272 PROVINCIAL—AMERICAN CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Walker Haliburton Powe SEND GREETINGS:

Whereas, I the said Walker Haliburton Powe *been*
in and by MY certain *has* in writing, of even date with these presents, *been satisfied*
well and truly indebted to R. P. Sweeney,

in the full and just sum of Seven Hundred Eleven and 50/100

(\$ 711.50) Dollars, to be paid \$25.00 per month, beginning on the 10th, day of June, 1939, and \$25.00 on the 10th, day of each month thereafter until paid in full

with interest thereon from *12/15/42* date at the rate of *Six* per centum per annum, to be computed and paid *semi-annually*

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 sue 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, Walker Haliburton Powe
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said R. P. Sweeney

according to the terms of the said note, and also in consideration of the further sum of *Three Dollars* me
the said Walker Haliburton Powe
in hand well and truly paid by the said R. P. Sweeney

at and before 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

R. P. Sweeney, his heirs and assigns:

That certain lot of land located in the City of Greenville, on the North side of Crescent Avenue, which is described as follows:

Beginning 200 feet from the northeast intersection of Crescent Avenue and Jones Avenue, and running thence with Crescent Avenue N. 84-20 E. 70 feet to an iron pin corner of lot of J. L. Williams; thence with his line N1-30E 200 feet to an iron pin; thence S84-20W 70 feet to an iron pin corner of a lot formerly owned by W. C. McDaniel; thence with the line of said lot S1-30W 200 feet to the beginning corner; this being the same lot conveyed by W. C. McDaniel to R. P. Sweeney on August 3, 1923, and recorded in Book 88, at page 357 of the records for Greenville County; which lot has this date been conveyed by R. P. Sweeney to me the present mortgage being a second mortgage over the property described.

Provided, however, that, since the mortgagee, R. P. Sweeney, has agreed to pay the H.O.L.C. Seven Hundred Eleven and 50/100 (\$711.50) Dollars, which is the back principal payment of \$71.15 per month from June 3, 1936, to and including March 23, 1937, past due on the One Four Hundred (\$14000.00) Dollars first-mortgage on said property, held by H.O.L.C., and that he has arranged to make such payments, at Forty (\$40.00) Dollars per month, starting April 3, 1937, and paying a like amount each month until said amount is paid; and that should he fail to pay any part of the Seven Hundred Eleven and 50/100 (\$711.50) Dollars to H.O.L.C., as the monthly payments mature, according to the agreement between R. P. Sweeney and the H.O.L.C., that in that event the mortgagor here reserves the right, under instructions from the Mortgagee herein, to deduct any amount which is unpaid from the amount due under this mortgage, and for such amount paid by the Mortgagor herein, the lien of this mortgage is released.

This note and mortgage is satisfied
Witnesses: Anna J. Ash, D. Connor
3:24 #981
RECORDED AND INDEXED OF
DEPT. OF RECORDS AND CLERK OF
COUNTY OF GREENVILLE, S.C.