

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

87272 PROVENCHER-JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, R. O. Tuten SEND GREETINGS:

Whereas, I the said R. O. Tuten

in and by MY certain promissory note in writing, of even date with these presents,

well and truly indebted to W. C. Cleveland

in the full and just sum of Five Thousand

(\$5,000.00) Dollars, to be paid

as follows: \$2,000.00 on April 11, 1938, \$1,000.00 on October 11, 1938, \$1,000.00 on April 11, 1939, and \$1,000.00 on October 11, 1939

with interest thereon from date at the rate of 6 per centum per annum, to be computed and paid

semi-annually 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 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, R. O. Tuten

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. C. Cleveland

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to

the said R. O. Tuten

in hand well and truly paid by the said W. C. Cleveland

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

W. C. Cleveland, his heirs and assigns

All those certain pieces, parcels or lots of land situate, lying and being on the east side of Cleveland Street in the City of Greenville, County of Greenville, State of South Carolina, known as Lots Nos. 1, 2 and 3 on map No. 2 of Cleveland Terrace, property of W. C. Cleveland, shown by plat of Dalton & Neves, Engineers, May, 1931, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Cleveland Street at the joint corner of Lots Nos. 3 and 4, which iron pin is also 206 feet south from the southeast corner of the intersection of Cleveland Street and University Ridge, and running thence with the east side of Cleveland Street ~~and University Ridge, and running thence with the east side of Cleveland Street~~ S. 2-53 E. 65 feet; thence still with said Cleveland Street S. 0-51 W. 150 feet to an iron pin; thence S. 89-09 E. 100 feet to an iron pin; thence N. 53-49 E. 119.3 feet to an iron pin; thence N. 5-36 E. 165 feet to an iron pin at the rear corner of Lots Nos. 3 and 4; thence with the joint line of Lots Nos. 3 and 4 S. 85-06 W. 214 feet to an iron pin on the east side of Cleveland Street, the beginning corner.

Also all that lot at the southeast corner of Cleveland Street and University Ridge in the City of Greenville, County of Greenville, State of South Carolina, known as Lot No. 6 on map No. 2 of Cleveland Terrace, property of W. C. Cleveland, hereinabove referred to, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin at the southeast corner of the intersection of Cleveland Street and University Ridge, and running thence with the south side of University Ridge N. 86-44 E. 100 feet to an iron pin on said University Ridge; thence still with the south side of University Ridge N. 71-50 E. 68.7 feet, joint corner of Lots Nos. 6 and 10; thence with the joint line of Lots Nos. 6 and 10 S. 36-32 E. 88.3 feet to an iron pin at joint rear corner of Lots Nos. 5 and 6; thence with the joint line of said lots S. 82-51 W. 204.6 feet to an iron pin on the east side of Cleveland Street; thence with said Cleveland Street N. 11-48 W. 71 feet to the beginning corner.

It is hereby agreed by and between the mortgagor and the mortgagee herein that when \$2,000.00 shall have been paid on the mortgage debt, evidenced by the note given in connection herewith, the lien of this mortgage as to Lot No. 6, hereinabove described, shall be extinguished and at such time, if the mortgagor shall demand same, the mortgagee will execute and deliver to him a full and complete formal release of the lien of this mortgage to the said Lot No. 6.

This is a purchase money mortgage.

SATISFIED AND CANCELLED OF RECORD
Office of the Recorder
R.M.C. FOR GREENVILLE COUNTY, S.C.
AT 12:11 P.M. NO. 19325

*Paid in full satisfied 12/9/38
and cancelled this 1/4/39
R.M. Laine*

*In Release as to Lots 3 & 6 See R.E.M. Book 272, Page 158
" " See R.E.M. Book 206, Page 160.*