

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

38580 PROVENCHER-JARRARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, C. A. Turner

am well and truly indebted to

W. E. Rush

in the full and just sum of One Thousand (\$1,000.00) 1939

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable ~~on~~ ~~day~~

~~on~~ ~~day~~ July 12, 1938 and July 12, 1939

Received payment in full this 13th day of July, 1939 M. E. Rush

Allice Jarboe Jan 4 2:15 P. #808

with interest from date at the rate of six per centum per annum until paid; interest to be computed and paid semi- annually, and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. of the whole amount due for attorney's fees if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I, the said C. A. Turner

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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. E. Rush,

All my undivided one-half interest in and to:

all that tract or lot of land in X Township, Greenville County, State of South Carolina.

All that certain piece, parcel or lot of land, situate, lying and being in the County and State aforesaid in Ward Five of the City of Greenville on the East side of River St. and being a portion of lots Nos. 1 and 2 as shown upon a plat of the Mountain City Land and Improvements Co., which plat is recorded in the R. M. C. Office for Greenville County in Deed Book ZZ, page 482, and being more particularly described as follows: Beginning at a point 38 feet from the corner of Hammond and River Sts. at a corner of lot conveyed by J. W. Norwood to T. C. Stone, et al, Jan 10, 1920 and running thence along line of Stone lot/ thence S. 49-15 W. along line of lot No. 15 to corner of lots Nos. 2 and 3; thence along line of lot No. 3 N. 69-05 W. 154.7 feet to River St.; thence along River St. N. 26-30 E. 94.3 feet to the beginning corner, excepting, however, from this conveyance, all of that certain aerial way or light privilege covering a five foot strip of land along the Stone lot granted by J. W. Norwood to T. C. Stone, C. R. Stone and E. E. Stone by deed dated Jan. 10, 1920, reference to same being hereby craved. Being the same lot of land conveyed to me and W. E. Rush by Highland Securities Corporation by deed dated Feb. 27, 1926 and recorded in R. M. C. Office for Greenville County in Vol. 80 at page 139.

This mortgage is junior to a mortgage of me and W. E. Rush to Lillie G. Balentine in the original sum of \$10,000.00, which mortgage is recorded in the R. M. C. Office for Greenville County in Mtg. Book 191 at page 174, upon which there is due a balance of \$4,000.00.