

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

40825 PROVENGE-JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mrs. Lena Smith Ashmore, Ben Earle Ashmore & Carrie Lucile Ashmore (Eskew) SEND GREETINGS:

Whereas, we the said Mrs. Lena Smith Ashmore, Ben Earle Ashmore, and Carrie Lucile Ashmore (Now Mrs. Lucile Ashmore Eskew) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to J. M. Wells, attorney

in the full and just sum of Three Hundred (\$300.00) Dollars, to be paid one year from date

with interest thereon from date at the rate of 7 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 we the said Mrs. Lena Smith Ashmore, Ben Earle Ashmore, and Carrie Lucile Ashmore (Now Mrs. Lucile Ashmore Eskew) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. M. Wells, attorney

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us the said Mrs. Lena Smith Ashmore, Ben Earle Ashmore, and Carrie Lucile Ashmore (Eskew) in hand well and truly paid by the said J. M. Wells, Attorney,

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

J. M. Wells, Attorney,

All those certain lots of land situate lying and being in Greenville Township, County and State aforesaid on the South side of the old Spartanburg Road near the City of Greenville and being known and designated as Lots No. 8, 9 and 10 of the East Lake Development Company property as shown on a plat of the said subdivision recorded in Plat Book G at page 229 in the R. M. C. office for Greenville County, the said lots having an aggregate frontage of two hundred fifty (250) feet along East Circle Avenue as shown on said plat.

These said lots are the same owned by Mrs. Carrie Smith at the time of her death December 27, 1931, and were devised under the terms of her will unto the mortgagors. The record of the estate of Mrs. Carrie Smith is filed in the Probate Court for Greenville County as Apartment No. 282, File No. 31. Under the terms of the said will the executor, Robert T. Ashmore, was authorized to invest the sum of Two Thousand (\$2000.00) Dollars for the benefit of Mrs. Lena Smith Ashmore during her lifetime (now Mrs. Lucile Ashmore Eskew) and the said executor has elected to regard the said lots as a portion of this legacy and such decision is acceptable and satisfactory to the life tenant and remaindermen and is evidenced by the execution of this mortgage.

February 17, 1939.

For value I hereby assign and transfer the within mortgage and the note which it secures without recourse unto Maye W. Webb, individually, and J. M. Waddill and Rozelle W. Hartzog, as trustee for Maye W. Webb.

Witnesses:

Marian J. Parkins
Angeline D. Leslie

J. M. Wells, Attorney.

Assignment Recorded February 20th, 1939 at 9:38 A.M. #2149 1/2

Copy of the within mortgage and the note secured by same is hereby assigned and transferred without recourse to Robert T. Ashmore, Trustee, dated December 17, 1931.

*Witnesses
Angeline D. Leslie
D. W. Leatherwood*

*Maye W. Webb
J. M. Waddill
Rozelle W. Hartzog
Trustees for Maye W. Webb*

Assignment recorded April 18, 1935 at 8:14 A.M. # 7788

SATISFIED AND CANCELLED BY RECORD
18 MAY 19 1939
Carrie Ashmore
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT 8:44 O'CLOCK P.M. NO. 7788