

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of Greenville

I, Johnie E. Waldrop

SEND GREETING:

WHEREAS, I the said Johnie E. Waldrop

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to W. I. Tate ~~SEVENTEEN HUNDRED FIFTY & NO/100~~ in the full and just sum of Seventeen Hundred Fifty & No/100 (\$ 1,750.00) DOLLARS, to be paid ~~IN GREENVILLE, S. C.~~ in Greenville, S. C., together with interest thereon from March 1, 1941 ~~UNTIL MATURITY~~ until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of April, 1941, and on the 1st day of each month of each year thereafter the sum of \$ 23.00, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of February, 1949, and the balance of said principal and interest to be due and payable on the 1st day of March, 1949; the aforesaid monthly payments of \$ 23.00 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$ 1,750.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 ten (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 Johnie E. Waldrop W. I. Tate in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~SEVENTEEN HUNDRED FIFTY & NO/100~~

~~SEVENTEEN HUNDRED FIFTY & NO/100~~ according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Johnie E. Waldrop W. I. Tate in hand well and truly paid by the said ~~SEVENTEEN HUNDRED FIFTY & NO/100~~ at and before the 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 ~~SEVENTEEN HUNDRED FIFTY & NO/100~~ W. I. Tate, his heirs assigns:-

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the East side of King Street, near the City of Greenville, in the County of Greenville, State of South Carolina, known and designated as Lot No. 2 on plat of lands of B. F. Martin, known as Westview and shown on plat recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "F", at page 140, said lot having a frontage of 50 feet on the East side of King Street, and running back in parallel lines to a depth of 150 feet.

This is the same property conveyed to the mortgagor herein by W. I. Tate by deed of even date, and this mortgage is given to secure the unpaid portion of the purchase price of the above described property. Mortgagor reserves the right to anticipate the whole amount or any part thereof at any time.

*State of South Carolina } Assignment
County of Greenville. }
For Value Received I, W. I. Tate hereby Assigns, transfers, and sets over unto Clarence E. Smith, Guardian the within mortgage and the note which it secures.
Dated this 10 day of April, 1941.
Witness: Elizabeth Elliott By: W. I. Tate
Alister B. Furrman, Jr.*

*Assignment Recorded April 10th 1941 at 12:04 P.M. #5466
Paid and satisfied in full this 12 day
of July, 1945.
Witness: Clarence E. Smith, Edm.
Luce Culbertson
Mae B. Patrick*

SATISFIED AND CANCELLED OF RECORD
1 DAY OF Aug 1953
Alister Furrman