

MORTGAGE

STATE OF SOUTH CAROLINA,
COUNTY OF **Greenville** } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Marvin L. Bagwell of **Greenville, S. C.**, hereinafter called the Mortgagor, send(s) greetings:
WHEREAS, the Mortgagor is well and truly indebted unto **Aiken Loan & Security Company,**

a corporation organized and existing under the laws of **South Carolina**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Forty-One Hundred & No/100** Dollars (\$ **4,100.00**), with interest from date at the rate of **four and one-half** per centum (**4½** %) per annum until paid, said principal and interest being payable at the office of **Aiken Loan & Security Company** in **Florence S. C.**, or at such other place as the holder of the note may designate in writing, in monthly installments of **Twenty-Two & 80/100** Dollars (\$ **22.80**), commencing on the first day of **June**, 19 **41**, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **May**, 19 **66**.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville**, State of South Carolina:

All that certain piece, parcel or lot of land near the City of Greenville, in the County of Greenville, State of South Carolina, on the North side of Overbrook Road, being known and designated as a portion of Lot No. 58 as shown on a plat of Overbrook, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book E, at page 252, and having, according to said plat and a more recent survey entitled "Property of Marvin L. Bagwell", made by R. E. Dalton, Engineer, April, 1941, the following metes and bounds, to-wit:

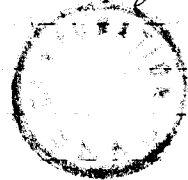
BEGINNING at an iron pin on the North side of Overbrook Road, which point is 81 feet West of the intersection of Overbrook Road and Spruce Street, and running thence along the North side of Overbrook Road, S. 89-05 W. 63 feet to an iron pin; thence N. 2-12 W. 94 feet to an iron pin; thence N. 3-45 W. 88.4 feet to an iron pin in the South side of Walnut Street; thence with the South side of Walnut Street, S. 87-04 E. 25 feet to an iron pin; thence still with the South side of Walnut Street, S. 67-05 E. 33.5 feet to an iron pin; thence S. 2-11 E. 32 feet to an iron pin; thence S. 6-11 E. 135.6 feet to the beginning corner of **John Y. Brownlee** by

Being the same lot of land conveyed to the mortgagor herein by deed dated January 21, 1941, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 230, at page 351; and also a triangular strip of land fronting 3 feet on Overbrook Road conveyed to the mortgagor herein by **R. G. Moseley and Lillian Moseley**, by deed dated March, 1941, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 232, at page 289.

*The description in this mortgage being incorrect and erroneous and the loan not being consummated thereon, this mortgage is declared null and void and of no effect and the lien of this mortgage is forever satisfied and the Clerk of Court for Greenville County, South Carolina is hereby authorized and directed to cancel this mortgage of record.
Dated at Florence, South Carolina this the 26th day of April, 1941.*

In the presence of:
Mabel Walters
Martha Masque

Aiken Loan & Security Company
By: *J. B. Aiken, Jr.*
Secretary



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.