

MORTGAGE

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, **David G. Traxler**
Greenville, S. C.

Hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **Perpetual Building & Loan Association**

organized and existing under the laws of **State 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 **Six thousand four hundred & no/100** Dollars (\$ **6,400.00**) with interest from date at the rate of **four and one-half** per centum (**4 1/2** %) per annum until paid, said principal and interest being payable at the office of **Perpetual Building & Loan Association** in **Fort Mill, S. C.**, or at such other place as the holder of the note may designate in writing, in monthly installments of **Forty & 51/100** Dollars (\$ **40.51**), commencing on the first day of **June**, 1941, 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**, 1961. **O.K. David G. Traxler**

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:

known and designated as **Lots Nos. 40 and 41 of Cleveland Forest** according to plat by Dalton & Neves, May 1940, recorded in the R. M. C. Office for Greenville County in Plat Book "K", at Pages 45 and 47, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Fernwood Lane, joint Southern corner of Lots No. 39 and 40, and running thence with the dividing line of said lots N. 17-44 W. 140.6 feet to an iron pin, joint corner of Lots 39, 77, 76 and 40; thence along the rear line of Lots Nos. 40 and 41 S. 72-16 W. 120 feet to an iron pin, joint corner of Lots Nos. 41, 75, 74, and 42; thence along the dividing line of Lots Nos. 41 and 42 S. 17-44 E. 151 feet to an iron pin on Fernwood Lane; joint Southern corner of Lots Nos. 41 and 42; thence with Fernwood Lane N. 67-16 E. 120.4 feet to the point of beginning.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, and without recourse, warranty or representation the Perpetual Building & Loan Association hereby transfers, sets over and assigns to First National Bank of Danville, Danville, Va., its successors and assigns, the attached mortgage and the note thereby secured, executed by David G. Traxler to the Perpetual Building & Loan Association, Fort Mill, South Carolina, said mortgage being recorded in the Office of the Clerk of Court for Greenville County, South Carolina, on April 23, 1941, in Book No. 301, Page No. 192.

Witness our hands and seals this 16th day of June 1941.

Signed, sealed and delivered

in the presence of:

E. D. Lee
E. S. Park, Jr.

PERPETUAL BUILDING & LOAN ASSOCIATION
BY: **L. F. Abernethy**
Vice President.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

PERSONALLY APPEARED BEFORE ME **E. S. Parks, Jr.**, who being duly sworn says that he saw Perpetual Building & Loan Association by **L. F. Abernethy**, its Vice-President, sign, seal and execute and as its act and deed deliver the foregoing Assignment for the uses and purposes therein mentioned and that he with **E. D. Lee** witnessed the due execution and delivery thereof. Sworn to before me this 16th day of June 1941.

J. L. Patterson
Notary Public for South Carolina
My commission expires at the pleasure of the Governor.

E. S. Park, Jr.

Assignment Recorded June 26th, 1941, at 9 A. M. #9655

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.