

## MORTGAGE OF REAL ESTATE

WALKER, EWANS &amp; COSSWELL CO., CHARLESTON, S. C. 14566-8-13-40

STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE. )

Whereas, on or about January 20th, 1923, J. C. Keys and J. Wesley Key executed and delivered to S. O. Skelton their promissory note for sixteen thousand, five hundred dollars, and, to secure the payment thereof, their mortgage recorded in the office of the Register of Mesne Conveyances for said county on said date in Book 127, page 45, covering Lot number three (3) on R. E. Dalton's plat dated Dec., 1919, and recorded in said office in Plat Book "E", page 187, which lot is situate on the south side of East Court Street, in the City and County of Greenville, in said state; and whereas said note and mortgage were assigned by said S. O. Skelton to J. Sproull Marshall on February 7, 1923; and whereas a contract was entered into, dated January 5, 1929, and recorded in said office in Deed Book 147, page 271, whereby Mrs. Sarah McI. N. Key (who had purchased the interest of said J. Wesley Key in said land) and said J. C. Keys agreed to sell and convey said land to Harry H. Jones for \$22,500, to be paid by the purchaser assuming and agreeing to pay a note and mortgage given by the grantors and held by the estate of Sproulls Marshall, deceased, in the sum of \$16,500, with 8% interest, the remaining \$6,000 of the purchase price to be paid in certain instalments, secured by a second and third mortgage on said property, and the said Harry H. Jones agreed to purchase said land on those terms and to pay any discount charges; and whereas, in accordance with said contract, said J. C. Keys and S. McI. N. Key conveyed said land to said Harry H. Jones by deed dated January 11, 1929, and recorded in said office in Book 148, page 8, and containing the following words: "As a part of the consideration for the foregoing lot of land the grantee herein assumes and agrees to pay a note and mortgage given by J. C. Keys and J. Wesley Key to S. O. Skelton in the sum of \$16,500, bearing date January 20, 1923, and recorded in the R. M. C. office for Greenville County in Mortgage Book 127, page 45;" and whereas L. O. Patterson, who is executor of the will of said J. Sproull Marshall, deceased, and trustee thereunder, has filed against the estates of the said J. C. Keys and Harry H. Jones, deceased, a claim for the balance owing by said estates to the estate of said J. Sproull Marshall, deceased, and the executrix and executor of the will of said J. C. Keys, deceased, have asked that the claim against his estate be released, as it is the only obstacle to the final settlement of said estate:

Now, therefore, know all me by these presents that we, the undersigned executors of the will of said Harry H. Jones, deceased, in consideration of the foregoing and of indulgence heretofore granted by said L. O. Patterson as to the times for making payments due on said mortgage, and of his granting a postponement until the sixteenth day of July, 1942, for the payment of the balance unpaid on said mortgage, to wit, the sum of six thousand dollars, with interest thereon from the sixteenth day of July, 1941, and of his having heretofore reduced the rate of interest on said debt, and in further consideration of the sum of three dollars this day paid by him to us as such executors (the receipt whereof is hereby acknowledged), have agreed and do hereby agree and covenant that he, the said L. O. Patterson, as executor of the will of said J. Sproull Marshall, deceased, may release the estate of the said J. C. Keys, deceased from further liability of any kind in connection with said debt, and that such action shall not prejudice his claim against the estate of the said Harry H. Jones, deceased; but that said last mentioned estate shall continue held and firmly bound unto said L. O. Patterson, as such executor, for the payment of the balance of said debt, with interest, costs and attorney's fees (if any be incurred), in accordance with the terms of the said note and mortgage.

Witness our hands and seals on this the 21st day of August, A. D., 1941.

Signed, sealed and delivered

in the presence of:

Frances A. Casey

M. M. Walker

Notary Public, State at Large, Georgia.

THE NATIONAL BANK EXCHANGE OF AUGUSTA,

BY R. C. Bailes, Jr., Vice President & Trust Officer

Attest E. M. May, Cashier

J. J. Willingham (LS)

William B. Jones (LS)

As Executors of the will of Harry H. Jones,  
 deceased.

STATE OF GEORGIA  
 COUNTY OF RICHMOND

Personally appeared before me Frances A. Casey and made oath that she saw the within named The National Exchange Bank of Augusta (a corporation, by its duly authorized officers, R. C. Baillie, Jr., Vice President & Trust Officer, and E. M. May, Cashier, and J. J. Willingham and William B. Jones, as executors of the will of Harry H. Jones, deceased, sign, seal with their seals and as their act and deed deliver the within written instrument, and that she, with M. M. Walker witnessed the execution thereof.

Sworn to before me, this 21st, day of August, A. D. 1941.

M. M. Walker

Frances A. Casey

Notary Public, for Georgia, State at Large