

(Rev. Feb. 15, 1941)

# MORTGAGE

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

TO ALL WHOM THESE PRESENTS MAY CONCERN: **I, John C. Walton**  
**Fountain Inn, S. C.**

WHEREAS, the Mortgagor is well and truly indebted unto

**Citizens Bank, Fountain Inn, S. C.** send(s) greetings:

organized and existing under the laws of **the 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 **Twenty-four Hundred and No/100** Dollars (\$ **2,400.00**) 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 **Citizens Bank** in **Fountain Inn, S. C.** at such other place as the holder of the note may designate in writing in monthly installments of **Sixteen and 87/100** Dollars (\$ **16.87**), commencing on the first day of **October**, 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 **September** 19 **58**.

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 with the buildings and improvements thereon situate, lying and being on the Southwest side of Weston Street, in the City of Fountain Inn, Fairview Township, Greenville County, S. C., and having, according to a survey thereof made by W. J. Riddle, August 9th, 1941, the following metes and bounds, to-wit:-**

**BEGINNING at an iron pin on the Southwest side of Weston Street, at corner of property of R. W. Welborn, said pin being 132.6 feet in a Southeasterly direction from the point where the Southwest side of Weston Street intersects with the Southeast side of Quillan Avenue and running thence with the said R. W. Welborn property, S. 49-30 W. 154.4 feet to an iron pin; thence with the property of Babb, S. 48-00 E. 101.6 feet to an iron pin at corner of property of Dr. Thomason; thence with the said Thomason line, N. 32-15 E. 143.2 feet to an iron pin on the Southwest side of Weston Street; thence with the Southwest side of Weston Street, N. 37-00 W. 60 feet to the beginning corner.**

For position of this paragraph see other side of page

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within eight months from the date hereof (written statement of any officer or employee of the Federal Housing Administration dated subsequent to the eight months' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility) the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

*State of South Carolina  
County of Greenville*

*For value received we hereby assign, transfer and set over to the Southeastern Life Insurance Co., Greenville, S. C. the within mortgage and note which the same secures. Without recourse. This the 7th day of October 1941.*

*Witness:  
Ralph Hughes  
E. A. Callahan*

*Citizens Bank  
By Rev. P. Henck,  
President*

*Assignment recorded this 10th day of October, 1941 at 12:46 P. M. # 14823*

**SATISFIED AND CANCELLED OF RECORD**  
10 DAY OF *May* 19 *56*  
*Oliver Jamesworth*  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:24 O'CLOCK *A. M.* NO. *12019*

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.

*For Assignment See R. E. M. Book 618 Page 448.*