

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COSEWELL CO., CHARLESTON, S. C. 14566-8-13-40

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Charles C. Stratford, SEND GREETING:

WHEREAS, I the said Charles C. Stratford well and truly indebted to Madeleine C. Lyles in the full and just sum of One Thousand (\$1000.00) Dollars as appears by my promissory note for said sum due and payable as follows:

\$500.00 On September 10, 1942

\$500.00 on January 10, 1943

providing for interest from date till paid at the rate of six per cent (6%) per annum and if not so paid to become principal and bear the same rate of interest, the note further providing for the maturity of the debt in case of default of payment of the first installment of principal and for ten per cent (10%) attorney's fees in case of collection by an attorney with or without suit, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I the said Charles C. Stratford in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Madeleine C. Lyles according to the terms of the said note and also in consideration of the further sum of Three Dollars, to me, the said Charles C. Stratford in hand well and truly paid by the said Madeleine C. Lyles at and before the sealing and delivery 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 Madeleine C. Lyles, her heirs and assigns, all those three (3) lots of land in the County of Greenville, State of South Carolina in Glassy Mountain School District, known and designated as Lots Numbers 697, 698 and 699 on the plat of Lake Lanier property made by George Kershaw, C. E., duly recorded in R. M. C. Office for Greenville County, and being the same property conveyed to Madeleine C. Lyles by Thomas M. Lyles, deed duly recorded in R. M. C. Office for Greenville County, in Deed Book 200 at page 113, and by her to me by deed to be recorded herewith. This mortgage being given for the balance of the purchase price.

TOGETHER with all and singular the rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Madeleine C. Lyles, her Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Madeleine C. Lyles, her Heirs, and Assigns, from and against myself and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said Charles C. Stratford agrees to insure the house and buildings on said lot in the sum of not less than full insurance value and keep the same insured from loss or damage by fire, and assigns the policy of insurance to the said Madeleine C. Lyles and that in the event the mortgagor shall at any time fail to do so, then the said Madeleine C. Lyles may cause the same to be insured in her name and reimburse herself for the premium and expense of such insurance under this mortgage.

And the said Charles C. Stratford agrees to pay the said debt or sum of money, with interest thereon according to the true intent and meaning of the said note together with all costs and expenses which the said Madeleine C. Lyles shall incur or be put to, including a reasonable attorney's fee, chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if I, the said Charles C. Stratford do and shall well and truly pay, or cause to be paid, unto the said Madeleine C. Lyles the said debt or sum of money, with interest thereon if any shall be due, according to the true intent and meaning of the said note then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

Witness my hand and seal this 4th day of June, in the year of our Lord One Thousand Nine Hundred and Forty-two and in the One Hundred and 66th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

in the Presence of:

Dorothy Metts  
R. H. Baer

Charles C. Stratford (SEAL)