

MORTGAGE OF REAL ESTATE

WALKER, EVANS & SPURWELL CO., CHARLESTON, S. C. 14882-2-13-40

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

WHEREAS, Alpha M. Jordan, now deceased, under date of February 20, 1934, executed and delivered to Aileen McGee, for a consideration of two thousand dollars (\$2,000.00), the receipt whereof was acknowledged by said grantor, a fee simple general warranty deed in writing, conveying a certain lot of land on the north side of Briggs Avenue, in the City of Greenville, in said county and state; and

WHEREAS, after the death of said Alpha McGee Jordan, said Aileen McGee received an offer for said premises, executed a deed for same and sent it to her attorney, L. O. Patterson, of said county, to be delivered to the prospective purchaser on payment of the purchase price, but examination of the records in the R. M. C. Office disclosed the fact that there was and is unsatisfied of record a mortgage executed by R. G. Gris to B. M. McGee, dated October 1, 1923, covering said premises on Briggs Avenue and additional property on Swiss Avenue, in said city, said mortgage being recorded in said office in Book 11, page 218, and said prospective purchaser refused to accept said deed because said mortgage was open of record; said B. M. McGee having died and the trustee of his estate having declined to release said mortgage unless authorized by an order of Court; a petition for such an order having been filed on behalf of Aileen McGee, the matter having been referred to the Master in Equity for Greenville County, who filed his report in favor of said petitioner, exceptions to said report having been filed by said trustee, but not yet passed on by the Court; and

WHEREAS, Martha Jordan and Eleanor Jordan Land, executrices and sole legatees under the will of their mother, the said Alpha McGee Jordan, have applied for discharge and desire to close the estate of said testatrix, and the only obstacle to such final settlement is a claim filed in the Probate Court for said county on February 4, 1945, by said attorney to protect said Aileen McGee against loss in the event of a breach of the warranty in the deed first above mentioned, and said attorney has agreed to withdraw said claim upon the execution and delivery to him of this mortgage;

NOW, KNOW ALL MEN THAT WE, the said Martha Jordan and Eleanor Jordan Land (individually), in consideration of such withdrawal, do hereby assume the burden of the warranty executed by our said mother in the deed first above mentioned, that is to say, we do hereby bind ourselves jointly and severally and our heirs, executors, and administrators to warrant and forever defend the premises described and warranted in and by the deed first above mentioned unto the said Aileen McGee and her heirs and assigns against ourselves and our heirs and against every other person whomsoever lawfully claim or to claim the same or any part thereof for any cause of matter existing at the time of the recording of the deed first above mentioned, in the office of the Register of Mesne Conveyances for said county on the twenty-fourth day of February, 1934, in Book 175, on page 263 (but not as to any matter arising after that date), and to indemnify said Aileen McGee and her heirs and assigns for any loss or damage (including interest, costs, attorney's fees and incidentals) which she may sustain by reason of any breach of our said warranty or the withdrawal of said claim by her said attorney; the true intent hereof being to substitute us (individually) for the estate of our said mother as to her liability if any upon her said warranty;

AND we, the said Martha Jordan and Eleanor Jordan Land, for the consideration aforesaid and for the purpose of securing our performance of the covenants herein undertaken by us, and in further consideration of the sum of one dollar to each of us in hand paid by said attorney at and before the sealing and delivery hereof (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 L. O. Patterson as attorney for Aileen McGee, and his successors and assigns all that certain lot, piece or parcel situate, lying and being in the City and County of Greenville, in said state, having the following metes and bounds, to-wit:

Beginning at a stake on the west side of Markley Street, 153.5 feet southward from the southwest corner of Markley and Pendleton Streets, and running thence with said Markley Street N. 18-55 W. 48 feet to an iron pin thence S. 74 W. 104.7 feet to an iron pin; thence S. 72 E. 48 feet to corner of an alley; thence with the north side of said alley N. 74 E. 106 feet to the beginning corner; this being the same property conveyed by our grandfather, Henry P. McNeill to our said mother by deed dated February 20, 1934, and recorded in said office in Book 175, page 262, and devised to us by our mother's will. The alley above referred to shall remain open forever for the joint use of adjoining property owners on the north and south thereof.

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 mortgagee and his successors and assigns forever. And we do hereby bind ourselves and our heirs, executors and administrators to warrant and forever defend all and singular the said premises hereby mortgaged unto the said mortgagee and his successors and assigns against ourselves and our heirs and against every person whomsoever lawfully claiming or to

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