

MORTGAGE OF REAL ESTATE - G.R.E.M. 2

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W. C. KILPATRICK

Whereas, I the said W. C. Kilpatrick  
in and by MY certain PROMISSORY note in writing, of even date with these presents  
well and truly indebted to G. R. DeShields

in the full and just sum of Eleven Hundred Fifty and no/100 (\$1150.00) Dollars,  
to be paid 90 days from date hereof

*SEND GREETINGS:*  
*Cancelled 1946*  
*Paid in full and cancelled 27th day of January 1946*  
*G. R. DeShields*

with interest thereon from maturity at the rate of SIX (6%) per centum per annum, to be computed and paid annually

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that I the said W. C. Kilpatrick  
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said G. R. DeShields

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said W. C. Kilpatrick  
in hand well and truly paid by the said G. R. DeShields

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said G. R. DeShields, His Heirs and Assigns Forever:-

*Witness*  
*W. C. Kilpatrick*  
*G. R. DeShields*

*RECORDED AND CANCELLED*  
*23 DAY OF JAN 1946*  
*RECORD*  
*11:58 A.M. FOR GREENVILLE COUNTY, S.C.*  
*E. H. C.*

All that piece, parcel or lot of land with the buildings and improvements thereon, situate, in Grove Township, Greenville County, S. C., on the East side of the now Old Augusta Road about 12 miles South of the City of Greenville, adjoining lands of F. L. Roger, Mrs. L. B. Waldrep, et al. and having the following metes and bounds, to-wit:

BEGINNING at a stone on the now Old Augusta Road and running thence with said road S. 34-00 W. 5.22 chains to a stone 3 xom; thence by a new line S. 46-3/4 E. 3.36 chains to a stone in Georgia Road; thence S. 42-00 E. 12.60 chains to a stone in old line; thence N. 31 1/2-00 E. 11.70 chains to a stone 3 xom; thence S. 84 1/2-00 W. 4.00 chains to stone; thence N. 7 1/2-00 W. 2.86 chain to stone in Georgia Road; thence along said road S. 80 1/2-00 W. 4.00 chains to stone in road; thence further along said road S. 69 1/2-00 W. to stone 3 xom; thence N. 34-00 W. 5.75 chains to the beginning, containing 11 acres, more or less, save that portion used for location of New Augusta Road.

This is the same property conveyed to me by deed of G. R. DeShields by deed of even date herewith and this mortgage is given to secure the unpaid portion of the purchase price. The said mortgage, however, being junior in rank to the lien of the mortgages held by the Land Bank Commissioner and E. P. Waldrep, which mortgages are recorded in the R.M.C. Office for Greenville County, S.C., in Mortgage Book 332, Page 28, and Mortgage Book 337, Page 78.