

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Edgar C. Waldrop and G. Dewey Oxner

SEND GREETING:

WHEREAS, we, the said Edgar C. Waldrop and G. Dewey Oxner

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to The First National Bank of Greenville, S. C., as Trustee for J. Emile Harley, Jr.,

in the full and just sum of Thirty-five Hundred and No/100 (\$3,500.00) Dollars to be paid: one (1) year after date, with the privilege of anticipation on any interest date

Ben C. Thornton
paid Jan 29, 1946

SATISFIED AND CANCELLED
RECORDED 29 DAY OF Jan 1946
Office Greenville County S.C.
AT 5:00 P.M. # 1480

with interest thereon from date semi-annually per cent. per annum, to be computed and paid 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, then 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon,

AT besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagee, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagee in hand well and truly paid by the said Mortgagee, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee, and its Successors-in-Office those certain pieces, parcel, lot or tract of land situate, lying and being in Greenville Township Greenville County, State aforesaid,

at the Southwestern corner of the New Buncombe Highway and Marlin Street, near the City of Greenville, being Lots Nos. 53, 54 and a part of Lots Nos. 55, 56, 63, 64 and 65 as shown on Plat of J. M. Perry Estate, recorded in Plat Book H at Page 184, and described as follows:

BEGINNING at a stake at the Southwestern corner of the Buncombe Highway and Marlin Street, and running thence with the Western side of the New Buncombe Highway, S. 3-50 E. 188.8 feet to a stake, corner of property now or formerly owned by L. L. Echels or Echels Oil Company, and running thence with the line of said property, S. 61-30 W. 107 feet to a stake in line of Lot No. 66; thence with the line of said Lot, and continuing with the line of Lot No. 52, N. 31-30 W. 161.6 feet to a stake on Marlin Street; thence with the Southern side of Marlin Street, N. 58-30 E. 194.3 feet to the beginning point; being the same property conveyed to the mortgagors by Palmetto Butane Gas Company by deed of even date recorded herewith.

This mortgage was handled by Ben C. Thornton, who temporarily advanced funds for the loan, and as no funds by The First National Bank, the mortgage is owned by Ben C. Thornton, therefore, the within mortgage and the note which it secures is hereby assigned to Ben C. Thornton, without recourse.

*Greenville, S.C.
January 29, 1946.
M. L. Hepler
Lucia M. Meares
Witnesses*

*The First National Bank of Greenville,
S.C. as Trustee for J. Emile Harley, Jr.
By: H. J. Wynn,
Vice-President*

Assignment Recorded Jan 29-1946 at 5 P.M. # 1480