

MORTGAGE OF REAL ESTATE—G.R.E.M. 5

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 18863—7-14-41

STATE OF SOUTH CAROLINA,  
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, **J. Henry Gaines**

do hereby well and truly indebted to

**Franklin National Life Insurance Company, Greenville, S.C.**

in the full and just sum of **Two Thousand & No/100**

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable ~~XXXXX~~ ~~XXXXX~~

**\$45.00 quarterly, commencing on the 10th day of September of this year, with a like payment on the 10th day of December, March and June of each year until paid in full. Payments to be applied first to interest, balance to principal,**

# 12/61  
SATISFIED AND CANCELLED OF  
RECORD 11<sup>th</sup> DAY OF Dec  
Office J. J. J. J. J.  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:26 O'CLOCK A.M.

*Handwritten notes:*  
Paid in full  
11<sup>th</sup> day  
Franklin National Life Ins. Co.  
By J. H. Gaines  
Witness Rebecca M. J.

\_\_\_\_\_ with interest from  
**date** at the rate of **five** per centum per annum until paid; interest to be computed and paid **quarterly**  
~~XXXXX~~ and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I, the said **J. Henry Gaines**

\_\_\_\_\_ in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid 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 **Franklin National Life Insurance Company**

all that tract or lot of land in **Greenville** Township, Greenville County, State of South Carolina.

**in Ward One of the City of Greenville on the South side of West Stone Avenue, and being more particularly described according to survey and plat of R. E. Dalton, September 10, 1938, as follows:**

**BEGINNING at a stake on the South side of said Avenue at the Northeast corner of lot conveyed by Katz to Glass by deed recorded in Deed Book 82, page 200, R. M. C. office for Greenville County, and running thence with said Avenue, S. 83-13 E. 45.25 feet to stake in line of lot now or formerly owned by A.E. Brown; thence S. 00-05 W. 261 feet to a fence post; thence N. 85-55 W. 43.75 feet; thence N. 00-11 W. 263 feet to the beginning. Subject to a common or joint driveway bordering the Western side of the lot described above, together with all rights of the mortgagor in and to said driveway.**

The above is the same conveyed me by W. L. Ivis by deed to be recorded, and this mortgage is given in order to obtain funds to apply on the purchase price.