

APR 14 4 30 PM 1938

BOOK 1028 PAGE 170

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS I, George M. Fulbright,

am well and truly indebted to

Myrtle R. Young

in the full and just sum of TEN THOUSAND AND NO/100 - - - - - Dollars, in and by my certain promissory note in writing of even date herewith, due and payable ~~at the~~ ~~day of~~ ~~19~~XX

\$143.50 per month until paid in full with each payment applied first to payment of interest and balance to principal : SEE CONDITIONS CONTAINED BELOW \*\*\*

with interest from date at the rate of four and one-fourth per centum per annum until paid; interest to be computed and paid monthly 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 George M. Fulbright

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 Myrtle R. Young, her heirs and assigns forever,

ALL that piece, parcel or lot of land with improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, in the Town of West Greenville on the North side of Pendleton Street and South side of Branwood Street, known and designated as the Western portion of Lot No. 11 of subdivision known as Perry Avenue Annex and having, according to survey made by Pickell & Pickell, Engrs., October 29, 1945, the following metes and bounds, to wit:

BEGINNING at a pin on the North side of Pendleton Street, 40 feet East from Woodside Avenue and running thence N. 13-15 E. 111 feet to pin on the South side of Branwood Street; thence along Branwood Street, S. 74-20 E. 16 feet to iron pin; thence S. 13-15 W. 110.8 feet to pin on North side of Pendleton Street; thence along the North side of Pendleton Street, N. 72-20 West 16 feet to the beginning.

\*\*\* WHEREAS, Myrtle R. Young has this day conveyed to George M. Fulbright the above described real estate with building and improvements thereon and has also conveyed by way of Bill of Sale the chattels as set forth in a Chattel Mortgage which is recorded simultaneously with this real estate mortgage and contains the same monthly payments as contained herein. It is agreed between the parties that the payment of \$143.50 per month will be first applied to the retirement of the Chattel Mortgage and upon its payment in full, then said monthly payments of \$143.50 will be applied to the payment of this real estate mortgage and the forfeiture of the monthly payment on either mortgage shall constitute a forfeiture on both the real estate mortgage and chattel mortgage and upon a forfeiture thereof any monies paid in shall be considered as rentals.