

The State of South Carolina

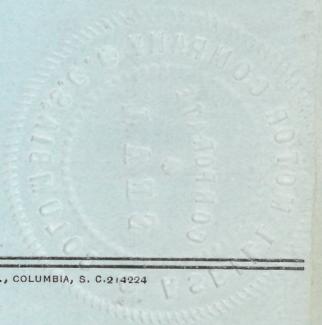
The State of South Carolina

JAMES SANDERS

TO

ASBILL MOTOR COMPANY

BOND



THE R. L. BRYAN CO., COLUMBIA, S. C. 214224

Faint, illegible text and markings on the reverse side of the document, including a large handwritten signature and various scribbles.

# The State of South Carolina,

KNOW ALL MEN BY THESE PRESENTS, That

I, James Sanders, am  
held and firmly bound unto Asbill Motor Company

in the penal sum of Nineteen Hundred (\$1900.00) Dollars

to be paid to the said Asbill Motor Company, its

certain Attorneys, Executors and Administrators, or Assigns; to which payment, well and truly to be made and done, I bind my self and each and every one of my Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

SEALED with my Seal, and dated at Columbia, S. C., the 8th day of June in the year of our Lord one thousand nine hundred and thirty-seven in the one hundred and sixty-first year of the Sovereignty and Independence of the United States of America.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound James Sanders, his

Heirs, Executors and Administrators, shall well and truly pay, or cause to be paid, unto the above named Asbill Motor Company, its

certain Attorneys, Successors, Executors, Administrators, or Assigns, the full and just sum of Nine Hundred Fifty (\$950.00) Dollars, payable three years from date, with interest thereon from date at the rate of six (6%) per centum per annum, payable quarterly on the 8th days of September, December, March, and June of each year. Failure to pay any installment of interest, when due, shall make the entire deed due and payable at the option of the holder of this obligation.

without fraud or further delay, then the above obligation to be void and of none effect, or else to remain in full force and virtue. Provided, however, That should any proceedings be necessary to collect this bond, a commission of fifteen (15%) per cent. upon the amount due shall be added to cover attorney's fees for collecting the same.

Sealed and Delivered in the Presence of

*James Sanders*

*John M. [unclear]*  
*John M. [unclear]*

[SEAL]

[SEAL]

[SEAL]



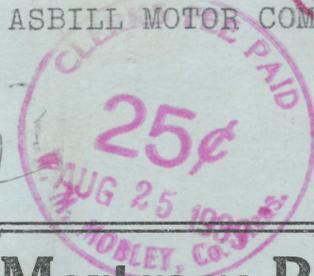
State of South Carolina,

COUNTY OF RICHLAND

JAMES SANDERS



ASBILL MOTOR COMPANY



Mortgage Real Estate

I hereby certify that the within Real Estate Mortgage was filed for record in my office at 10-53 A. M. o'clock on the 9<sup>th</sup> day of June, 1937, and was immediately entered upon the proper indexes and duly recorded in Book H. N., of Real Estate Mortgages, page 281

*C. E. Humant*  
Clerk of Court of Common Pleas and General Sessions for Richland County, S. C.

SATISFIED and CANCELLED  
of record this 25<sup>th</sup> of Aug 1937  
*C. E. Humant*  
C. C. P. & G. S.  
RICHLAND COUNTY, S. C.

RECEIVED



JUN 29 1937

# State of South Carolina,

COUNTY OF RICHLAND

## To All Whom These Presents May Concern:

I, James Sanders

SEND GREETING:

WHEREAS, I the said James Sanders  
in and by my certain Bond or obligation, bearing date the 8th  
day of June, A. D. 1937, stand firmly held and bound unto

Asbill Motor Company in the penal sum of  
Nineteen Hundred (\$1900.00) DOLLARS,

conditioned for the payment of the full and just sum of Nine Hundred Fifty (\$950.00)  
Dollars three years from date whereof with interest thereon from date at  
the rate of six (6%) per centum per annum, payable quarterly on the 8th  
days of September, December, March, and June. Failure to pay any in-  
stallment of interest when due, shall make the entire deed due and  
payable at the option of the holder of this obligation.

as in and by the said Bond and condition thereof, reference  
being thereunto had, will more fully appear.

Now, KNOW ALL MEN, That I the said James Sanders  
for and in consideration  
of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

Asbill Motor Company, according to the condition  
of the said Bond, and also in consideration of the further sum of THREE DOLLARS, to  
me the said James Sanders

in hand well and truly paid by the said Asbill Motor Company  
at and before the sealing and  
delivery of these presents and receipt whereof is hereby acknowledged, have granted, bargained, sold and released,  
and by these presents do grant, bargain, sell and release unto the said Asbill Motor Company

All that certain piece, parcel, or lot of land with  
improvements thereon, situate, lying, and being in Hampton Place, a  
former suburb now located in the City of Columbia, County of Richland  
and State of South Carolina. Said lot being better known and desig-  
nated as lot No. 81 on a plat recorded in the office of the Clerk  
of Court for Richland County, in Plat Book C at page 35. Said lot is  
bound North by Lot No. 60, as shown on said plat, whereon it runs 158  
ft.; East by McDuffie Avenue, whereon it fronts 50 ft.; South by lot  
No. 82 as shown on said plat, whereon it runs 160 ft.; West by an  
alley-way, shown on said plat, whereon it runs 50 ft.

The above being the same premises heretofore conveyed  
to me by Minnie E. B. Sligh by deed recorded in Deed Book DM at page  
449.

*Attached in file as 1939*  
*the 8th day of June 1937*  
*James Sanders*  
*Asbill Motor Co., Inc.*



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 Asbill Motor Company its successors, heirs and assigns forever. And I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Asbill Motor Company, its successors, heirs, and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor his heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of ONE THOUSAND (\$1000.00) Dollars, and assign the policy of insurance to the said Asbill Motor Company, its successors, or assigns. And in case he or they shall at any time neglect or fail so to do, then the said Asbill Motor Company, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said James Sanders

do and shall well and truly pay, or cause to be paid unto the said Asbill Motor Company the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Bond and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

WITNESS my Hand and Seal this 8<sup>th</sup> day of June in the year of our Lord one thousand nine hundred and thirty-seven and in the one hundred and sixty-first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*Edwena Smith*  
*Colin S. Monteith Jr* } *James Sanders*

[L. S.]

[L. S.]

State of South Carolina, }  
COUNTY. }

PERSONALLY appeared before me Edwena Smith  
and made oath that she saw the within named James Sanders  
sign, seal, and, as his act and deed, deliver the within written Deed; and that he  
with Colin S. Monteith, Jr. witnessed the execution thereof.

Sworn to before me this 8  
day of June, A. D. 193

*Edwena Smith*

*Colin S. Monteith Jr*  
Notary Public for South Carolina.

State of South Carolina, }  
Richland COUNTY. }

**RENUNCIATION OF DOWER**

I, Colin S. Monteith, Jr., do hereby certify  
unto all whom it may concern, that Mrs. Addie Lee Sanders  
the wife of the within named James Sanders  
did this day appear before me, and, upon being privately and separately examined by me, did declare that she  
does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce,  
release and forever relinquish unto the within named Asbill Motor Company, its successors,  
and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the  
premises within mentioned and released.

GIVEN under my Hand and Seal  
this 7 day of

June, A. D. 1937  
*J. L. Jones*  
Notary Public for South Carolina.

*Addie Lee Sanders*

[L. S.]