

State of South Carolina

LOUISE PAYNE

TO

W.E.MCNULTY AND W.E.

McNulty Jr as Executors
estate of Ella M.Guimarin,
Deceased.

BOND

securing first mortgage
real estate.

State of South Carolina.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Louise Payne of Columbia S.C.

am

held and firmly bound unto

W.E.McNulty and W.E.McNulty Jr, Executors of estate of
ELLA M. GUIMARIN, Deceased,
in the penal sum of

Eight Hundred Dollars,

to be paid to the said

W.E.McNulty and W.E.McNulty Jr as Executors of estate of Ella M.
Guimarin, Deceased, their successors, heirs
certain Attorneys, Executors, and Administrators or assigns, to which payment well and truly to be made and
done, I bind myself and each and every one of my Heirs, Executors
and Administrators, jointly and severall, firmly by these Presents,

SEALED with my Seal, and dated at Columbia S.C. the
3rd day of January in the year
of our Lord one thousand nine hundred and 39
and in the one hundred and 63rd 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 Louise Payne, her

Heirs, Executors and Administrators, shall and do well and truly pay, or cause to be paid, unto the above
named W.E.McNulty and W.E.McNulty Jr, their successors, heirs or

certain Attorneys, Executors, Administrators or Assigns, the full and just sum of

Four Hundred Dollars, payable in monthly installments of Nine Dollars,
on the first day of each succeeding month after date hereof; with
interest on all unpaid installments of principal at the rate of
seven percentum, per annum, payable quarterly; provided that should
there be default in the payment of any monthly installment, or any
part thereof for as long a period as thirty days, then the whole amount,
both principal and interest, shall become immediately due and payable,
at the option of the obligee herein; and provided further, that the
whole amount of this debt shall be due and payable five years after
date hereof; The interest is included in the monthly payments of
Nine Dollars; and all future taxes and insurance premiums shall be
paid by mortgagees and charged to the loan;

without fraud or further delay, then the above obligation to be void and of none effect; or else to remain in

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

SATISFACTION OF MORTGAGE

Louise Payne

to

W. E. McNulty and W. E. McNulty, Jr.,
as Executors of estate of Ella M.
Guimarin, decd.

) Mortgage dated Jan. 3, 1939
) Recorded Jan. 3, 1939
) Mortgage Book HX, p. 43
) Debt \$400.00

The debt secured by the above described mortgage having been paid in full, we, W. E. McNulty and W. E. McNulty, Jr., as Executors of the Estate of Ella M. Guimarin, decd., sole owners and holders thereof, do hereby declare the same fully satisfied and authorize its cancellation of record.

Witness our hands and seals this ____ day of August, 1939.

_____(Seal)

_____(Seal)

Executors of estate of Ella M.
Guimarin, decd.

Witness:

State of South Carolina,

COUNTY OF RICHLAND



TO

W.E. MCNULTY and W.E.
MCNULTY Jr as Executors
estate of Ella M. Guimarin,
deceased.

Mortgage Real Estate

I hereby certify that the within Real Estate
Mortgage was filed for record in my office at
11:45 a M. o'clock on the 3 day of
Jan, 1939, and was immediately
entered upon the proper indexes and duly re-
corded in Book H K of Real Estate
Mortgages, page 43

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

THE R. L. BRYAN CO., COLUMBIA, S. C. 215903

PIERRE F. LABORDE
Attorney at Law,
1211 1/2 Washington St.

State of South Carolina,

COUNTY OF RICHLAND.

To All Whom These Presents May Concern:

I, Louise Payne of Columbia S.C.

SEND GREETING:

WHEREAS, I the said Louise Payne

in and by my certain bond or obligation, bearing date the 3rd

day of January

, A. D. 1939, stand firmly held and bound unto

W.E.MCNULTY AND W.E.MCNULTY JR Executors
of estate of Ella M. Guimarin, Deceased,

in the penal sum of

~~XXXXXXXXXXXXXXXXXXXX~~ EIGHT HUNDRED DOLLARS,

DOLLARS,

conditioned for the payment of the full and just sum of

FOUR HUNDRED Dollars, (\$400.00) Payable in monthly installments of
Nine Dollars on the first day of each succeeding month after date
hereof; with interest on all unpaid installments of principal at
the rate of seven percentum, per annum, payable quarterly; provided
that should there be default in the payment of any monthly
installment, or any part thereof, for a longer period of time than
thirty days, then the whole amount, both principal and interest, shall
become immediately due and payable at the option of the obligee; and
provided further that the whole amount of this debt shall be due and
payable five years after date hereof; The interest is included in
the monthly payments of Nine Dollars; and all future taxes and ins-
urance premiums shall be paid by mortgagees and charged to the loan;
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 Louise Payne

for and

in consideration

of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

W.E.MCNULTY and W.E.McNulty Jr as Executors, , according to the condition

of the said bond , and also in consideration of the further sum of THREE DOLLARS, to

me the said Louise Payne

in hand well and truly paid by the said W E MCNULTY and W.E.McNulty Jr., as Executors,
at and before the sealing anddelivery 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

W.E.MCNULTY and W.E.McNULTY JR as Executors of
Estate of Ella M. Guimarin, Deceased, their successors
and assigns;

All that lot of land with the improvements thereon,
being in the City of Columbia, County of Richland, State of
South Carolina, and situated on the east side of the

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 W.E. McNulty and successors, heirs
W E McNulty Jr as Executors, thei 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 W E McNulty and W.E. McNulty Jr, as Executors
their heirs, successors 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 her
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

Five Hundred Dollars, and assign the policy of insurance to
the said W E McNulty and W.E. McNulty Jr, as Executors, their heirs, successors
or assigns. And in
case he or they shall at any time neglect or fail so to do, then the said W.E. McNulty and W.E.

McNulty Jr, as Executors, their heirs successor^s or assigns, may cause the same to be
insured in their own name, and reimburse themselves 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 her 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,

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 ~~XXXX~~ my Hand and Seal this 3rd day of January in the year of our Lord one thousand nine hundred and 39 and in the one hundred and 63 year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

P. F. LaBorde

Louise Payne

[L. S.]

[L. S.]

State of South Carolina,

Richland

COUNTY.

PERSONALLY appeared before me Lila mae Reese,
and made oath that she saw the within named Louise Payne
sign, seal, and, as her act and deed, deliver the within written Deed; and that
with P.F. LaBorde witnessed the execution thereof.

Sworn to before me this 3rd

day of January

, A. D. 193 9

PIERRE F. LABORDE
Pierre F. LaBorde (SEAL)
Notary Public for S.C.

State of South Carolina,

COUNTY.

RENUNCIATION OF DOWER

I,
unto all whom it may concern, that Mrs.
the wife of the within named
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

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

day of

, A. D. 193

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

SATISFACTION OF MORTGAGE

Louise Payne

to

W. E. McNulty and W. E. McNulty, Jr.,
as Executors of estate of Ella M.
Guimarin, decd.

) Mortgage dated Jan. 3, 1939
) Recorded Jan. 3, 1939
) Mortgage Book HX, p. 43
) Debt \$400.00

The debt secured by the above described mortgage having been paid in full, we, W. E. McNulty and W. E. McNulty, Jr., as Executors of the Estate of Ella M. Guimarin, decd., sole owners and holders thereof, do hereby declare the same fully satisfied and authorize its cancellation of record.

Witnesses our hands and seals this 25th day of August, 1939.

W. E. McNulty (Seal)
W. E. McNulty, Jr. (Seal)
Executors of estate of Ella M.
Guimarin, decd.

Witness:

Ethel Kohler



W. E. McNulty
25 AUG 25 1939
CANCELLED