

State of South Carolina,

COUNTY OF RICHLAND

JOSEPH W. COOPER

CAROLINE SWAFFIELD

## Mortgage Real Estate

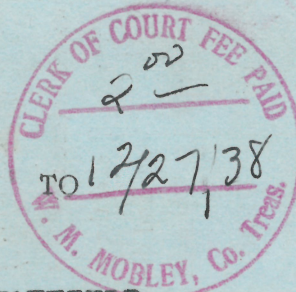
I hereby certify that the within Real Estate Mortgage was filed for record in my office at 10<sup>30</sup> A. M. o'clock on the 27 day of Dec, 1938, and was immediately entered upon the proper indexes and duly recorded in Book 77 of Real Estate Mortgages, page 33

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

THE R. L. DRYAN CO., COLUMBIA, S. C. 215503



RECEIVED



DEC 27 1938



RECEIVED

SATISFIED and CANCELLED

of record this 14 day of Sept. 1939

C. J. Hinnant

C. C. C. P. & G. S.  
RICHLAND COUNTY, S. C.

RECEIVED



SEP 14 1939



# State of South Carolina,

COUNTY OF

RICHLAND

To All Whom These Presents May Concern:

SEND GREETING:

WHEREAS, I the said Joseph W. Cooper  
in and by my certain bond or obligation, bearing date the 22nd  
day of December, A. D. 193 8, stand firmly held and bound unto

Caroline Swaffield

in the penal sum of

FIVE HUNDRED FIFTY AND xx/100-----DOLLARS,  
conditioned for the payment of the full and just sum of TWO HUNDRED SEVENTY FIVE DOLLARS  
(\$275.00), payable Six Dollars (\$6.00) per month on the 15th day of  
each and every month commencing January 15, 1939. Interest on the  
above at the rate of six per centum (6%) per annum. Said interest  
to be figured quarterly and deducted from the monthly payments and  
after such deduction, the balance to be credited on the principle.

Failure to pay any said installment of principle or interest  
when due shall make the entire debt 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 Joseph W. Cooper

in consideration

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

Caroline Swaffield

, according to the condition

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

me the said Joseph W. Cooper

in hand well and truly paid by the said

Caroline Swaffield

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 Caroline Swaffield

All that piece, parcel or lot of land situate, lying and being  
on Dial Alley in the City of Columbia, South Carolina. Said alleyway  
running south from the intersection of Gervais Street (formerly Cam-  
den Road); measuring on said alleyway ninety feet (90') and running  
back therefrom in parallel lines fifty-two feet (52') more or less.  
Bounded on the north by lot of Singleton; east by said Dial Alley;  
south by lot of Green, and west by lot now or formerly of Amanda  
Cooper.

The above being the identical property heretofore conveyed to  
Joseph W. Cooper by John H. Cooper by Deed recorded in Deed Book 'EF'  
at page 441.



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 **Caroline Swaffield, her 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 **Caroline Swaffield, her 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 **Joseph W. Cooper, 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 **TWO HUNDRED SEVENTY AND XX/100-----**Dollars, and assign the policy of insurance to the said **Caroline Swaffield, her heirs** or assigns. And in case he or they shall at any time neglect or fail so to do, then the said **Caroline Swaffield, her heirs** or assigns, may cause the same to be insured in **her** own name, and reimburse **her** 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 **Joseph W. Cooper, 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 **Joseph W. Cooper**

do and shall well and truly pay, or cause to be paid unto the said **Caroline Swaffield** 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 22nd day of December in the year of our Lord one thousand nine hundred and thirty-eight and in the one hundred and sixty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Joseph W. Cooper [L. S.]

[L. S.]

Walter S. Monteith

Virginia Wyman

State of South Carolina,

RICHLAND COUNTY.

PERSONALLY appeared before me Walter S. Monteith  
and made oath that he saw the within named Joseph W. Cooper  
sign, seal, and, as his act and deed, deliver the within written Deed; and that he  
with Virginia Wyman witnessed the execution thereof.

Sworn to before me this 22nd  
day of December, A. D. 193 8

Walter S. Monteith

Virginia Wyman (L.S.)  
NOTARY PUBLIC FOR S. C.

State of South Carolina,

Richland COUNTY.

# RENUNCIATION OF DOWER

I, Walter S. Monteith, Notary Public for S. C. , do hereby certify  
unto all whom it may concern, that Mrs. Mamie Logan Cooper  
the wife of the within named Joseph W. Cooper  
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 Caroline Swaffield, her heirs

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 22nd day of  
December, A. D. 193 8

Walter S. Monteith (L.S.)  
NOTARY PUBLIC FOR S. C.

[L. S.]

Mamie Logan Cooper



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

)  
) SATISFACTION OF MORTGAGE  
)  
)

Joseph Walker Cooper

to

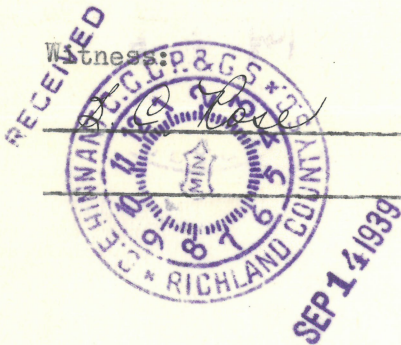
Caroline Swaffield.

) Mortgage dated-December 22, 1938  
) Recorded-December 27, 1938  
) Mortgage Book-HX-page 33  
) Debt-\$275.00  
)  
)  
)

The debtshsecured by the above described mortgage having been paid in full, I, Caroline Swaffield, sole owner and holder thereof, do hereby declare the same fully satisfied and authorize its cancellation of record.

Witness my hands and seals this 13 day of <sup>Sept</sup>~~August~~, 1939.

Caroline Swaffield (SEAL)





**The State of South Carolina**

---

JOSEPH W. COOPER

TO

CAROLINE SWAFFIELD

---

**BOND**

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# The State of South Carolina,

COUNTY OF RICHLAND.

KNOW ALL MEN BY THESE PRESENTS, That

held and firmly bound unto      Caroline Swaffield

in the penal sum of      FIVE HUNDRED FIFTY AND XX/100 DOLLARS

to be paid to the said      Caroline Swaffield , her heirs,

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 , the 22nd  
day of December in the year of our Lord one thousand nine hundred  
and thirty-eight in the one hundred and sixty-third  
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

Joseph W. Cooper, his

Heirs, Executors and Administrators, shall well and truly pay, or cause to be paid, unto the above named  
Caroline Swaffield, her heirs,

certain Attorneys, Successors, Executors, Administrators, or Assigns, the full and just sum of  
TWO HUNDRED SEVENTY FIVE DOLLARS (\$275.00), payable Six Dollars (\$6.00) per month on the 15th day of each and every month commencing January 15, 1939. Interest on the above at the rate of six per centum (6%) per annum. Said interest to be figured quarterly and deducted from the monthly payments and after such deduction, the balance to be credited on the principle.

Failure to pay any said instalment of principle or interest when due shall make the entire debt 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 ten per cent. upon the amount due shall be added to cover attorney's fees for collecting the same.

Scaled and Delivered in the Presence of

*Virginia Dygans* [Seal]  
*John S. McIntitt* [Seal]  
*Joseph A. W. Cooper* [Seal]



[Seal]

[Seal]







COLUMBIA, S. C.

August 23, 1939

Mr. Joseph Cooper,

1417 Dial St.,

Columbia, S. C.

TO SWAFFIELD AGENCY, DR.

REAL ESTATE AND INSURANCE

SPECIAL ATTENTION PAID TO COLLECTION OF RENTS

NO. 1222 SUMTER STREET

TELEPHONE 5014

Interest on \$275.00 at 6%	
from 12/22/38 to 8/22/39	\$11.04
Payment not made June 22, 1939	6.00
" " " July 22, "	6.00
" " " Aug. 22, "	<u>6.00</u>
	\$23.04