

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. H. S. Miller

SEND GREETING:

WHEREAS, I, the said J. H. S. Miller

in and by certain promissory note, in writing, of even date with these presents, am well and truly indebted to Kitty M. Albertson, C. F. Haynesworth and J. J. Haynesworth in the full and just sum of Four Hundred Eighty-Eight & 15/100 (\$488.55)

Dollars, to be paid one year after date; one note being in the sum of one hundred thirty-two & 85/100 (\$132.85) Dollars, payable to C. F. and J. J. Haynesworth, and the other in the sum of Three Hundred Twenty-Five & 70/100 (\$325.70) Dollars, payable to Kitty M. Albertson with interest thereon from date at the rate of 7 per cent. per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after maturity, should be placed in the hands of an attorney in suit or collection, or before its maturity it should be deemed by the holder thereof necessary for the protection of his interest to place, or the holder should place, the said note, or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said J. H. S. Miller, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Kitty M. Albertson, C. F. Haynesworth and J. J. Haynesworth according to the terms of the said note, and also in consideration of the further sum of Three Dollars, the said Miller in hand well and truly paid by the said Kitty M. Albertson, C. F. Haynesworth and J. J. Haynesworth, at and before the signing 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 Kitty M. Albertson, C. F. Haynesworth

and J. J. Haynesworth, all that tract or parcel of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the East side of Hunt Avenue, known and designated as lot # 23, East Park, Boyce Lawn Addition, as shown on plat recorded in R. M. C. Office for Greenville County, in Plat Book "A", at page 383, and having the following metes and bounds: -

Beginning at a iron pin on the East side of Hunt Avenue, at the corner of lot # 22, thence with line of lot # 22, S. 60-100.99 feet to a 10 foot alley, thence along line of said alley N. 44 E. 80 feet to corner of lot # 24, N. 72-45 W. 127 feet to Hunt Avenue, thence along Hunt Avenue, S. 24-35 W. 50 feet to the beginning corner.

It is Agreed by the parties to this mortgage that it ranks junior to a \$4,500.00 mortgage, and to a \$500.00 mortgage to Sue H. Carle and to a \$500.00 mortgage to James F. Davenport.

And the mortgagors agree that the mortgage may be refinanced the two \$500.00 mortgages and that they will waive the priority of this lien in favor of a \$1,000.00 mortgage to take the place of the two \$500.00 mortgages.