

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, James Norwood Cleveland and R.Mays Cleveland SEND GREETING:

WHEREAS, We, James Norwood Cleveland and R.Mays Cleveland

in and by our certain promissory

note in writing, of even date with these presents, are well and truly indebted to

N.C. Poe

in the full and just sum of Twenty Thousand (\$20,000.00)

Dollars, to be paid one (1) year after date

with interest thereon from after maturity at the rate of 8 per cent. per annum, to be computed and paid

THE DEBT HEREBY SECURED IS PAID IN FULL AND THIS INSTRUMENT IS SATISFIED. THIS DATE 2nd DAY 1929

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 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 of default, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interest to place and 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 fee, 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 we, James Norwood Cleveland and R.Mays Cleveland in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

N.C. Poe

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to US, the said

James Norwood Cleveland and R.Mays Cleveland in hand well and truly paid by the said

N.C. Poe

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 N.C. Poe, (1) All that certain piece, parcel or lot of land situate,

lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the West side of South Main Street, between McBee Avenue and Court Street, and being more particularly described according to a plat thereof prepared by C.M. Furman, Jr., Engineer on June 4th, 1925, as follows: Beginning at a point on the West side of South Main Street, at the outside of a brick wall at corner of property of J.E. Beattie Estate which point is 75.6 feet in a southerly direction from the South side of McBee Avenue, and running thence along the outer or northern edge of said brick wall, N. 69-30 W. 89.46 feet to stake; thence continuing with the outer edge of said wall, S. 19-45 W. 34 feet, 10-3/8 inches to a point on the outer edge of said brick wall at the southeast corner of a ten foot private alley; thence S. 69-20 E. 6-1/2 inches to the center of said brick wall; thence with the center of said brick wall as the line S. 19-43 W. 15 feet, 6-1/2 inches; thence still with the center of said wall, along the line of property of N.C. Poe, Jr., et al. S. 68-32 E. 89 feet 5-1/2 inches to a point on the west side of said South Main Street; thence with said Street as the line N. 20-20 E. 51.55 feet to the beginning corner.

(2) Also all that certain piece, parcel or lot of land situate at the rear of the above described property, and described as follows: Beginning at a point in outer or eastern edge of brick wall, at rear corner of building situate on the above described premises, and running thence along line of property of J.E. Beattie and N.C. Poe to a point in line of property of Janie W. Goldsmith; thence with the line of said property S. 19-43 W. 34 feet 10-3/8 inches, more or less, to a point on the North side of a 10 foot private alley; thence with the north side of said alley, S. 69-20 E. to a point in the outer edge of said brick wall; thence with the outer edge of said wall N. 19-43 E. 34 feet, 10-3/8 inches to the point of beginning.

It is understood and agreed that the within mortgage constitutes a third lien upon the premises described at No. 1 above, it being junior to a mortgage executed by Natalie P. Cleveland and Daisy B. Cleveland to The Prudential Insurance Company of America, dated June 18, 1925 and recorded in Volume 123, page 257, securing the sum of Fifty Thousand (\$50,000.00) Dollars; and also to a mortgage executed by James Norwood Cleveland, Richard-Mays Cleveland, Natalie P. Cleveland and Daisy B. Cleveland to J.Wilbur Hicks and Chas. U. Williams, as Trustee, dated October 12, 1926, and recorded in Volume 64, page 151, securing the sum of Sixteen Thousand, Four hundred sixty-two and 50/100 (\$16,462.50) Dollars The within mortgage constitutes a first lien upon the premises described as No. 2 above.