

The State of South Carolina
Greenville, S. C. County of Greenville

To All Whom These Presents Shall Come

I, Eugene H. Powell

Whereas, I, the said Eugene H. Powell

in and by my certain promissory

Presents, am well and truly indebted to T. H. Willey

in the full and just sum of Seventy-Five Hundred Dollars and no/100
, to be paid in full on or before March 25, 1949

, with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid annually

until paid in full; all interest not paid when due to bear

interest at 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 said holder of said promissory note, 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 interests 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 attorneys' 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 Mortgagor

, in consideration of the said debt and

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

Mortgagee according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to the said Mortgagor

, in hand well and truly paid by the said Mortgagee

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

Mortgagee and his heirs and assigns forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, on Berkley Avenue between the Franklin Road and Darlington Avenue, in the Sans Souci section of Greenville County about two miles north of the city of Greenville, said lot having the following lines, courses and distances:-

Beginning at an iron pin on the northern edge of a five (5) foot sidewalk running along Berkley Avenue, said pin being the joint front corner of lots numbered ten (10) and eleven (11); thence along the northern edge of said sidewalk, N. 30-52 W., sixty (60) feet, to an iron pin, joint front corner of lots nine (9) and ten (10); thence along the western line of lot nine (9), N. 5-36 E. one hundred and eighty and five tenths (180.5) feet, to an iron pin, rear corner of lot nine (9); thence N. 17-22 W., twenty-six (26) feet, to an iron pin, rear corner of lot ten (10); thence S. 78-36 W., ninety-one (91) feet, to an iron pin, joint rear corner of lots ten (10) and eleven (11); thence along the western line of lot eleven (11), S. 9-36 W., two hundred and thirty-five and seven tenths (235.7) feet, to an iron pin, the beginning corner, said lot being known and designated as lot numbered ten (10) on Plat of said property recorded in the Office of the Register of Mesne Conveyance for Greenville County in Plat Book "1" at page 27, which plat is hereby referred to and made a part hereof.

25 Jan 49
Roy L. Henderson assistant
Lewis S. Nightower

25 January 1949
Clair James
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