

## THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

*T. S. Ayers.*

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, *I*, the said *T. S. Ayers.*

SEND GREETING:

in and by certain *my promissory note* in writing, of even date with these presents, *am* well and truly indebted to.*D. P. Miller*in the full and just sum of *Fourteen hundred (\$1,400.00) Dollars.*Dollars, to be paid *as follows: - Fourteen & 2/100 (\$14.20) Dollars, on the first day of march, 1926, and Fourteen & 2/100 (\$14.20) Dollars on the first day of each and every month thereafter until paid in full.*with interest thereon from *date* at the rate of *7 1/4* per cent. per annum, to be computed and paid *semi-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 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, the said in either of said cases the mortgagor promises to pay all costs and expenses including 10.00<sup>00</sup> per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be settled under this mortgage as a part of said debt.NOW, KNOW ALL MEN BY THESE PRESENTS, that *I*, the said *T. S. Ayers.* in consideration of the ~~the debt and sum of money aforesaid, and for the better securing the payment thereof to the said~~ *D. P. Miller.*according to the terms of the said note, *personally appeared* *T. S. Ayers*, *holder of the within* *and* *also in consideration of the further sum of Three Dollars, to* *Mrs.*, the said *T. S. Ayers*.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 *deed record* *and hypothecated* *to D. P. Miller.*all that *Subscribed and sworn to before me this 31st day of December 1925* parcel of land situate, lying and being in ~~the~~ *Greenville* ~~for~~ *Greenville* Township, State of South Carolina, near the City of Greenville, on the East side of Mission Street (formerly Church Street), and being known and designated as lot no. 9, in Block "C" of the Miller subdivision, and having, according to survey of Dalton & Nees, Engineers, December 1925, the following lines and bounds, to wit: -*Beginning at an iron pin on the east side of Mission Street, joint corner of lots nos. 9 and 10, which iron pin is 405.6 feet North of Miller Avenue, and running thence with Mission Street, N. 36° 51' W. 55 feet to an iron pin, corner of lot no. 9, thence with line of that lot, N. 53° 18' E. 200 feet to a stake; thence S. 36° 51' E. 55 feet to stake, corner of lot no. 10, thence with line of that lot, S. 53° 18' W. 200 feet to the point of beginning.**It is understood and agreed that this mortgage is given to secure a ~~part~~ *balance* of the purchase price, and is junior in rank to a ~~mortgage~~ *mortgage* in the sum of two thousand (\$2,000.00) dollars given to Union Trust Company of Maryland and American Bank and Trust Company of Greenville, S. C., as Trustees.*

{ #10030 }

Satisfied and Cancelled on Aug 19  
Record 17 day of Aug 19  
Ira A. Freshman  
Bd at 12:05 P.M.

R. M. C. for Greenville County, S. C.