

THE STATE OF SOUTH CAROLINA,

County of Greenville.

*J. L. Thomas*

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

WHEREAS, *J. L. Thomas*, the said *J. L. Thomas*  
 in and by *July* certain *1926* note in writing, of  
 even date with these presents, *John E. Hickie, John E. Johnston and D. R. Cain, Attorneys*  
*for A. K. Manos*, *for the sum of One hundred thirty seven and 50/100 (\$137.50)*  
*Dollars, to be paid in six installments, Sixty five and 10/100 (\$65) on June 1st*  
*1926, due One hundred twenty-five and 10/100 (\$125) on July 1st, \$125 on Aug.*  
*1st, \$125 on September 1st, \$125 on October 1st, \$125 on November 1st,*  
*\$125 on December 1st, and \$125 on January 1st, 1927*  
*with interest thereon, from maturity* at the rate of *10* per cent. per annum, to be  
 computed and paid *semi-monthly*.  
 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; said note further providing for an attorney's fee of *10 per cent. of the actual amount*  
*in addition to a reasonable attorney's fee for any litigation concerning*  
*the note* besides all costs and expenses of collection to be  
 added to the amount due on said note, to be collectible as part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any  
 part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage; as in and by the said note, reference  
 being thereunto had, as will more fully appear.)

NOW, KNOW ALL MEN, That *J. L. Thomas*, the said *J. L. Thomas*  
 in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *J. Wilbur Hickie*  
*John E. Johnston and D. R. Cain, Attorneys*  
 according to the terms of said note, and also in consideration of the further sum of Three Dollars, to *J. L. Thomas*, the said

*J. L. Thomas*  
*hand well and truly paid by the said J. Wilbur Hickie, John E.*  
*Johnston and D. R. Cain, Attorneys*  
 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 *J. Wilbur Hickie, John E. Johnston and D. R. Cain, Attorneys*,  
 their heirs and assigns forever: all that certain piece, parcel or lot of land  
 situated, lying and being in the County and State aforesaid, in the city of Greenville, having and designated as lot #12, block E, of the property known  
 as the Chapin Spring Land Co., property, according to plat recorded in  
 R. M. C. Office for Greenville County in Plat Book E. page 41 and having  
 the following metes and bounds to wit:

Beginning at the northeast corner of ~~the~~ and Houston Street and running  
 thence along with Houston Street N. 80° E. Sixty five (65) feet to iron  
 pin, corner of lot #12; thence up the line of lot #12, S. 88. 8 W. one hundred  
 twenty-five and 1/2 (125.2) feet to iron pin on line of lot #14; thence  
 S. 2. 0 E. 100 feet to iron pin at 120th Avenue; thence with Rose Avenue  
 N. 80. 0 E. 100 feet to beginning corner. This is a part of the same land  
 conveyed to me by Chapin Spring Land Co., and this deed is executed  
 in pursuance of the power of attorney given me under said deed.

It is understood that this is junior to a mortgage given by the said *J. L. Thomas* to *J. S. Marshall*, for the sum of thirty-three hundred and  $\frac{1}{2}$  (\$3,300.), dated April 6, 1923, and payable one year after date.

It is further understood that this mortgage is given to secure the  
 payment of the rent from May 15th, 1926 to December 31st, 1926, on the sanitary  
 Barker Shop, on North Main Street, in the city of Greenville. This shop is  
 the same that was leased by *D. M. Knight*, on which he defaulted in rent  
 and a dispute has arisen between *A. K. Manos* & *Pete Manos* and *George P. Manos*, doing business as partners under the firm name of *Manos & Manos*, and *D. M. Knight*, *J. L. Miller* and *Mrs. J. L. Miller*, as to  
 the ownership of the said property in Barker Shop. An agreement  
 has been entered into this the 13th day of May 1926, whereby with  
 out prejudice to the rights of either party, it was agreed between  
 all parties concerned, that said shop should be leased to said  
*J. L. Thomas*, to be operated by him and that the said *J. L. Thomas*  
 should pay to *Hickie, Johnston & Cain, Attorneys* for the plaintiff the  
 sum of one hundred and twenty-five and  $\frac{1}{2}$  (\$125) per  
 month, as rent, said lease to continue until January 1st  
 1927.

For assessment to this city see book 219 page 295