

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

H. M. Davis, of City of Greenville

SEND GREETING:

WHEREAS, *I*, the said *H. M. Davis*

in and by *my* certain *promissory* note in writing, of even date with these presents, *am* well and truly indebted to

H. L. Patton

in the full and just sum of *One Hundred Twenty Five (\$125.00)* Dollars, to be paid *one (1) year after date*

with interest thereon, from *January 7, 1928* at the rate of *12%* 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, said note further providing for an attorney's fee of *to be paid out of amount* besides all costs and expenses of collection, to be added to the amount due on said note, to be collectible as a 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 *I* the said *H. M. Davis*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *H. L. Patton*

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to *me*, the said *H. M. Davis*

in hand well and truly paid by the said *H. L. Patton*

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 *H. L. Patton, his heirs and assigns,*

all that certain piece, parcel, lot or tract of land, lying, situate and being in Greenville Township, near corporate limits of the City of Greenville, Greenville County, South Carolina, and being known and designated as lot No. 44 sub-division of Cherokee Park according to plat of said sub-division duly recorded in the office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Plat Book C at page 96, and having the following metes and bounds, to-wit:

Beginning at an iron pin on Keowee Avenue, corner of lot No. 43, and running thence with line of lot No. 43 27.62-32 1/2 feet and eight inches to an iron pin on a fifteen foot alley; thence with said alley S. 27.28 1/2 feet to a pin, corner of lot No. 45; thence with line of lot No. 45 S. 62-32 1/2 feet and four inches to a pin on Keowee Ave.; thence with said Avenue N. 28.04 1/2 feet to the point of beginning and being the same lot conveyed to me by C. S. Mc Kelfey on Oct. 3, 1924, and recorded in aforesaid office of Register of Mesne Conveyances in Vol. 96 at page 63. Also all these other two pieces, parcels, lots, or tracts of land, lying situate and being in Ward Six, City of Greenville, in Greenville County, S.C., on the east side of Augusta Street, one of said lots having a frontage on said Augusta Street of 75 feet, and the other lot a frontage on Augusta Street of fifteen feet, with a depth of 41 1/2 feet, and being the same lots conveyed to my mother Mrs. Minnie C. Davis, now deceased by D. J. Hartnett, et al, Executors the deed being recorded in the aforesaid register's office in Vol. C.C.C. at page 21 and Vol. A.F.F. at page 394 reference to which is craved and it is understood that I only own and undivided half interest in that same mortgaging.

It is understood that this is a second mortgage over the within premises the first being held by the mortgager herein

chieftain and is only such in respect

All in full paid January 7 1928
 H. L. Patton
 Received and certified of
 March 19 1928
 H. M. Davis
 #2319 to Ollie
 W. B.