

STATE OF SOUTH CAROLINA,]
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. A. C. Martin

SEND GREETING:

WHEREAS, *I*, the said *A. C. Martin*

in and by *my* certain *promissory* note in *writing*, of even date with these presents *and* well and truly indebted to *Peoples National Bank, as Executor of the Estate of D. D. Davenport, Deceased* in the full and just sum of *Four Hundred Eighty-five and 5/100 (\$485.50)* Dollars to be paid: *five years from date*

with interest thereon from *date* at the rate of *six* 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 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 *ten percent*

, besides all costs and expenses of collection, to be added to the amount due on said note and 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, will more fully appear.

NOW KNOW ALL MEN, That 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 and release unto the said Mortgagee....., and *its successors*

Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in *The City of Greenville, Greenville* County, State aforesaid,

known as #12 Lavinia Avenue; being shown and delineated as Lot #25 on plat of property known as "The Rowley Place," made by W. A. Adams, Engineer, recorded in Plat Book "C" at Page 5, being bounded on the North by Lot #26 now or formerly owned by Fannie E. Smith, on the East by a 10 foot alley, on the South by Lot #24, now or formerly owned by J. C. Henry, and on the West by Lavinia Avenue, and having the following metes and bounds, to-wit: Beginning at corner of Lot #24 at a point 245 feet north from East North Street, and running thence with the line of lot #24 N. 76-30 E. 155 feet to said 10 foot alley; thence with the line of said alley N. 21-45 W. 55 feet to a stake, corner of lot #26; thence with the line of said lot, S. 80-00 W. 155 feet to a stake on Lavinia Avenue; thence with the Eastern side of Lavinia Avenue, S. 21-45 E. 55 feet to the beginning corner; said premises being that conveyed to A. C. Martin by W. L. Lucas by deed dated ^{March} 14th, 1919 - and recorded in the R. M. C. Office for Greenville County in Book of Deeds #29 at page 186.

It is agreed that this mortgage is junior in lien to a mortgage to Home Owners Loan Corporation dated June 23rd, 1934 in the sum of \$4986.75.

It is further agreed that this mortgage is not to be foreclosed in any event within five years from date.

Foreclosed