

STATE OF SOUTH CAROLINA,]
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:
I. J. Belton Calhoun, of Greenville, S. C.

SEND GREETING:

WHEREAS, **I**, the said **J. Belton Calhoun**

in and by **my** certain **promissory** note in writing, of even date with these presents **am** well and truly indebted to **E. P. Hartsell and J. W. Davis, executors of the estate of Mrs. A. C. Davis, deceased,** in the full and just sum of **Five Hundred Fifty (\$550.00) Dollars** Dollars to be paid: **three years after date,**

with interest thereon from **date** at the rate of **seven** 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 per cent of the amount**, 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 **their 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,

fronting on the south side of Nichols Street about 50 feet, and running back about 125 feet, more or less, bounded on one side by D'Oyley's lot, and on the other side by Wister Anderson's lot, and being 311 Nichols Street, and my home place.

This is same the land conveyed to me, said J. Belton Calhoun, by the said Mrs. A. C. Davis, deed dated February 7, 1912, recorded in Deed Book 172, page 395, R. M. C. Office for Greenville County.

This mortgage is in payment and settlement of the old note and mortgage which I gave to Mrs. A. C. Davis February 7, 1912, mortgage recorded in the R. M. C. office for said Greenville County in Mortgage Book 12, page 349. This being the agreed balance due by an agreed settlement between me and the estate of Mrs. A. C. Davis.

*State of South Carolina,
County of Greenville.
In the settlement of the Estate of Mrs A. C. Davis, deceased,
we, the undersigned executors, in carrying out a settlement thereof, do hereby assign, transfer, and set over unto J. W. Davis 1/27 interest herein, to Lillian D. Hartsell 1/27 interest herein, to Jean M. Davis, 5/27 interest, herein, to Jean Davis Seymour 2/27 interest herein, and unto Jean M. Davis, as Guardian for Thomas G. Davis, 2/27 interest herein, making the entire interest in the within mortgage and the note which it secures.*

*Witness our hands and seals this July 21, 1939,
In the presence of:
W. S. Fresham,
M. F. Barton.*

*E. P. Hartsell,
J. W. Davis,
Executors of the Estate of
Mrs A. C. Davis deceased,*

Assignment Recorded July 25th. 1939 at 4:37 P.M. # 9485