

THE STATE OF SOUTH CAROLINA, }
County of Greenville, }

TO WHOM ALL THESE PRESENTS MAY CONCERN:

I, Charles J. Spillane,

SEND GREETINGS:

Whereas, I the said Charles J. Spillane, of Greenville, S. C.

in and by my certain promissory note in writing, of even date with these presents, am

well and truly indebted to E. M. Wharton,

in the full and just sum of three thousand dollars (\$3,000.00)

(\$) Dollars, to be paid

\$150.00 on March 15, 1937; \$150.00 on September 15, 1937; \$150.00 on March 15, 1938;
\$150.00 on September 15, 1938; \$150.00 on March 15, 1939; and \$2,250.00 on September
15, 1939, with privilege of anticipating payment wholly, or in part, at any time,

with interest thereon from date at the rate of 7 per centum 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, 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 its 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, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that I the said Charles J. Spillane

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said E. M. Wharton,

according to the terms of the said note, and also in consideration to the further sum of Three Dollars, to me

the said Charles J. Spillane

in hand well and truly paid by the said E. M. Wharton,

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by the Presents do grant, bargain, sell and release unto the said

E. M. Wharton,

All that piece, parcel or lot of land, in Ward one of the City of Greenville, on the south side of Hampton Avenue, and having the following metes and bounds, to-wit

Beginning at a stake on the south side of Hampton Avenue and running thence S. 55 3/4 W. 223 feet; thence S. 34 1/4 E. 58 feet; thence N. 55 3/4 E. 223 feet; thence N. 34 1/4 W. 58 feet to the beginning corner. Being the lot of land conveyed to J. H. Morgan and W. H. Austin by deed of J. A. Sammons, dated March 26, 1909, recorded in the R. M. C. office for said County in Book "SSS", at page 88, and the one-half interest of W. H. Austin having been conveyed to J. H. Morgan by deed dated August 31, 1926, recorded in said office in Book "117" at page 198.

*Paid & Satisfied
Sept. 15, 1939
E. M. Wharton
Wm. E. M. Wharton
Alice Sifton
Lois Todd.*

*# 11778
18
Oleie Jansworth
12:50
#11778*