

VOL 452 PAGE 142

THE STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

FILED
GREENVILLE, S. C.
MAR 7 12 12 PM 1950
OLIVE FARRINGTON

To All Whom These Presents May Concern: I, **James O. Weaver**

SEND GREETING:

Whereas, I, the said **James O. Weaver**
in and by **my** certain **promissory** note in writing, of even date with these
Presents, **am** well and truly indebted to **Dan D. Davenport**

in the full and just sum of **Four thousand, Eight hundred fifty-eight and no/100**
to be paid **sixty days from date,**

with interest thereon from **date hereof**
at the rate of **six** per centum per annum, to be computed and paid **at maturity; annually there-**
after, 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 **James O. Weaver**
in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said **Dan D. Davenport**
according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to **me**, 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, sell and release unto the said

Dan D. Davenport, his heirs and assigns:

All that piece, parcel or lot of land in Chick Springs Township,
Greenville County, State of South Carolina, near the Brushy Creek Road
and South therefrom, about one-half mile Southeast from the corporate
limits of the City of Greer, and being all of Lots 48 and 49 on plat
of property of the Sam H. James Estate made by H. L. Dunahoo, Sur-
veyor, dated November 25, 1947, and having the following courses and
distances, to-wit:-

Beginning on a stake at intersection of two new streets, being the
Southeast corner of Lot No. 49, and runs thence along the Northern

*paid in full and returned
this May 23rd, 1950.
Dan D. Davenport
attest:
Paul H. Wood
P. E. Wood*
*34
Carrie Samson
3:46
May 59
P. 12822*