THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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OCT 3 11 is AM 1955

R.M.O.

To All Whom These Presents May Concern:

I, James N. Thompson

SEND GREETING:

Whereas, I, , the said James N. Thompson

in and by a certain promissory

note in writing, of even date with these

Presents, am well and truly indebted to Jeremiah W. Spillane and Anna L. Spillane in the full and just sum of thirty-five hundred dollars (\$3500.00)

, to be paid at the rate of thirty-five dollars (\$35.00) per week hereafter for a period of one year; and the balance to be paid at the rate of twenty-five dollars (\$25.00) per week until paid in full,

, with interest thereon from this date

at the rate of six per centum per annum, to be computed and paid 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 James N. Thompson

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Jeremiah W.

Spillane and Anna L. Spillane

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said James N. Thompson

, in hand well and truly paid by the said Jeremiah W. Spillane and

Anna L. Spillane 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

Jeremiah W. Spillane and Anna L. Spillane, their heirs and assigns:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the Northern side of Ashley Avenue, being shown as Lot No. 2 on the revised plat of W. L. Gassaway recorded in the R. M. C. Office for Greenville County in Plat Book I, at page 80, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stake on the Northern side of Ashley Avenue, at the joint corner of Lots Nos. 2 and 3, and running thence with the line of Lot No. 3, N. 24-38 E. 151.6 feet to an iron pin; thence N. 72-20 W. 63.3 feet to an iron pin, corner of Lot No. 1; thence with the line of Lot No. 1, S. 24-38 W. 144 feet to an iron pin on Ashley Avenue; thence with the Northern side of Ashley Avenue S. 65-30 E. 63 feet to the point of beginning.

Also all of the following described personal property located in or about Elm's Restaurant at 1419 New Buncombe Road, Greenville, S. C.: 15 Formica Booth's complete with 24 X 42 inch Formica tables and Formica Wall Panels; one New Model C-45 Victor open type electric

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