

MORTGAGE OF REAL ESTATE

BAND & WHITE, PRINTERS, SPARTANBURG, S. C. 148732

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Lydia B. Biggs, of Greenville, S. C.

SEND GREETING:

WHEREAS, I, the said Lydia B. Biggs

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to H. K. Townes

in the full and just sum of Five hundred (\$500.00) Dollars to be paid: one year after date

*Satisfied in full 31, 1938*  
*Jany. Townes* {Seal}

with interest thereon from date at the rate of seven

per cent. 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, 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 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 his heirs and Assigns, forever, all and singular that certain piece of land being in the City of Greenville, Greenville.

*Witnessed*  
*J. W. [Signature]*  
*Mary [Signature]*

RECORDED AT *Feb. 15 1938*  
*City of Greenville, S. C.*  
H. M. C. FOR GREENVILLE County, State aforesaid,  
AT *11:56* O'CLOCK *A. M.* #1331

bounded on the south by *Syplex* oak lot, on the west by Hudson Street, and on the north by Davis lot, as shown by City Block Book at page 51, as Block No. 2, Lot No. 9, being the same land conveyed to H. K. Townes by Biggs Land Company by deed recorded in Deed Book 172 at page 219, R. M. C. Office for Greenville County, and the same land conveyed by said H. K. Townes to Lydia B. Biggs by deed of even date to be recorded, the said mortgage being given to secure the credit portion of the purchase money for said lot.