

STATE OF SOUTH CAROLINA {
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Guy B. Foster, of the City of Greenville,
County of Greenville, State of South Carolina SEND GREETING:
WHEREAS, the said Guy B. Foster

in and by my certain promissory note in writing, of even date with
these presents am well and truly indebted to James J. Davenport

in the full and just sum of Ten Thousand & no 100 (\$10,000.00) Dollars
to be paid: three (3) years after date

with interest thereon from date at the rate of seven
per cent. per annum, to be computed and paid quarterly, 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 10% of the amount due.

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); and by the said note, reference being thereto 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, 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, parcel, lot or tract of land situate lying and being in Greenville Township, Greenville County, State aforesaid, in the 4th Ward of the City of Greenville, at the Southwest corner of East Mc. Bee Avenue and Daniel Avenue and having the following metes and bounds according to a survey made by W. A. Adams C. E., June 19, 1911.

Beginning at a stake at the Southwest corner of East Mc. Bee Avenue and Mc. Daniel Avenue, and running thence with the Western side of Mc. Daniel Avenue, S. 1 $\frac{1}{4}$ W. 253 feet to a stake on the right-of-way of the C. & P. R. Railway Company; thence Westward along said right-of-way 25 feet from and parallel with the center of the tract, 400 feet to a stake on the old Cleveland line, thence with the old Cleveland line, N. 33 $\frac{3}{4}$ E. 337 feet to a stake on East Mc. Bee Avenue, thence with the Southern side of East Mc. Bee Avenue, S. 72 E. 200 feet to the beginning, being the same property conveyed to Guy B. Foster by H. Douglas Gray and E. D. Easterby, partners under the name of Southern States Lumber Company, by deed dated Apr. 30, 1937, and recorded in the P. M. C. Office for Greenville County in Book of Deeds , at Page .

It is understood and agreed that this mortgage is a first lien upon the premises hereinabove described.

And I do hereby agree to pay all taxes and other public assessments against this property upon due dates and to exhibit the tax receipts to the mortgagee immediately upon payment, until the amount due under this mortgage has been paid in full, and should I fail to pay said taxes or assessments, the mortgagee may, at his option, pay the same and charge the amounts so paid to the mortgage debt and collect the same under this mortgage with interest.