## 12 ii PM 194993 PAGE 379

THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

OLLIE FARNSWORTH - R. M.C.

To All Whom These Presents May Concern:

I, Edna Gambrell Davenport, of Greenville County, S. C., SEND GREETING:

Edna Gambrell Davenport, , the said Whereas.

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

James W. Hicks well and truly indebted to Presents,

in the full and just sum of FIVE HUNDRED TWENTY TWO and no/100 (\$522.00) DOLLARS

lars on June 5th, 1948, and a like amount on the 5th day of each and every succeeding calendar month thereafter, until the said principal sum is paid in full; with the right, however, to anticipate by the payment of all or any part thereof before due,

, with interest thereon from

monthly per centum per annum, to be computed and paid

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.

, the said Edna Gambrell Davenport, NOW KNOW ALL MEN, That

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said James W. Hicks according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Edna Gambrell Davenport

James W. Hicks , in hand well and truly paid by the said

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 James W. Hicks,

his heirs and assigns, All that piece, parcel or lot of land in Gantt Township, Greenville Courty, State of South Carolina, about five miles south of Greenville Court House, east of the Augusta Road, being known and designated as Lot Number Thirty (No. 30) on plat and survey of subdivision known as "Clearview Heights" made by M. H. Woodward, R. E., Dec., 1945, and recorded in the R. M. C. office for Greenville County in Plat Book "P" at page 1, and, according to said plat, having the following metes

and bounds, to-wit: BEGINNING at a point on south side of Eastview Drive, joint front corner with Lot No. 31 on said plat, and running thence S. 18-04 E. 222.4 feet along the eastern line of said Lot No. 31, to point on north side of Clearview Drive, joint rear corner with Lot No. 31; thence N. 75-33 E. 86.4 feet along the north side of Clearview Drive, to joint corner with Lot No. 29 on said plat; thence N. 18-04 W. 228.1 feet along the western line of said Lot No. 29, to point on Eastview feet along the western line of said Lot No. 29, to point on Eastview Drive, joint corner with Lot No. 29; thence S. 71-56 W. 86.2 feet along Drive, joint corner with Lot No. 29; thence S. 71-56 W. 86.2 feet along Drive, joint corner with Lot No. 29; thence S. 71-56 W. 86.2 feet along Drive, joint corner with Lot No. 29; thence S. 71-56 W. 86.2 feet along Drive, joint corner with Lot No. 29; thence S. 71-56 W. 86.2 feet along Drive, joint corner with Lot No. 29; thence S. 71-56 W. 86.2 feet along the south side of Eastview Drive to the point of beginning.

This is the same property this day conveyed to me by the said James W. Hicks by his deed to be recorded, and this mortgage is given to secure payment of part of the purchase price and is a purchase money mortgage.

ames w. This pos

DATE OF THE CANCELLAR OF RECORD 13- DAY OF.