

THE STATE OF SOUTH CAROLINA,  
County of Greenville, }

TO WHOM ALL THESE PRESENTS MAY CONCERN:

Whereas, *I* the said *Henry M. L. James* 1938  
in and by *my* certain *promissory* note in writing, of even date with these presents, *am*  
well and truly indebted to *J. L. Duckett*

in the full and just sum of *Four Hundred*  
(\$ *400.00* ) Dollars, to be paid *yearly* year from date

with interest thereon from *date* at the rate of *7* per centum per annum, to be computed and paid *annually*

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 *Henry M. L. James*  
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *J. L. Duckett*

according to the terms of the said note, and also in consideration to the further sum of Three Dollars *to* the said *Henry M. L. James*  
in hand well and truly paid by the said *J. L. Duckett*

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by the Presents do grant, bargain, sell and release unto the said

*J. L. Duckett, his heirs and assigns,*  
all that piece parcel or lot of land in Ward #6 of this City and County of Greenville, State and County aforesaid, and being more particularly described by metes and bounds as follows: Beginning at a point fifty feet from the intersection of Choice Avenue and Bill Street on Choice Avenue and running thence with Choice Street fifty feet (50'), thence in a southerly direction a distance of 150' feet, thence in a line parallel with Choice Avenue a distance of fifty (50) feet; thence in a northerly direction a distance of 100 feet to the point of beginning. This being the same lot of land sold to me by Charles Brier on the 1st day of February 1926 and being recorded in Vol 83 at page 546 in the R. M. C. Office for Greenville County, S. C.

*witness*  
*Ben C. Thorne*

*Paid + satisfied promissory note this 5th day of April 1938 J. L.*

*RECEIVED AND CANCELLED*  
*J. L. Duckett*  
*12-12-38*  
*#164*