

## THE STATE OF SOUTH CAROLINA,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF GREENVILLE.

I C. H. Tally of the said County and State

SEND GREETING:

WHEREAS, I, the said

C. H. Tally

in and by my certain promise say unto you note in writing, of even date with these presents, well and truly indebted to

in the full and just sum of One hundred Standard fifty-four dollars and forty cents (\$125.40) Dollars, to be paid on or before the day of December after this date.

with interest thereon from this date at the rate of eight per cent. per annum, to be computed and paid monthly

until paid in full; all interest not paid when due to bear interest at the 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, 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 attorney's 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 C. H. Tally, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. R. Owen

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said C. H. Tally, in hand, well and truly paid by the said J. R. Owen

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 J. R. Owen

All that piece parcel or lot of land situate in the City of Greenville Greenville Township, County and State aforesaid on the North side of Mill Avenue, beginning at the corner of the Arthur L. Miller lot and running thence with line of the last mentioned lot n. 38-47 W one hundred seventy-five and six-tenths (175.6) feet to an iron pipe in the hilt of the Carobel C. Martin lot, thence S. 63-21 W fifty-five (55) feet to a point 3x, thence S. 38-22 E. one hundred eighty-nine and five tenths (189.5) feet, more or less, to a point 3x on Mill Avenue thence N. 49-40 E. fifty-five and five-tenths (55.5) feet along Mill Avenue to an iron pipe on the beginning corner and being the same lot of land conveyed to me by C. B. Martin by his Deed bearing date March 3, 1920, and recorded in Deed Book volume 63 Page 298.

It is understood that this mortgage is a third mortgage over the above described premises and junior only to a first mortgage given by C. H. Tally to Jefferson Standard Life Insurance Company on July 8<sup>th</sup> 1920, recorded in volume 68 Page 85, to secure the sum of Seventy-five Hundred dollars (\$7500.00) and to a second mortgage given by C. H. Tally to C. B. Martin on July 19, 1920 recorded in Mortgage Book 96, page 78 to secure the sum of Twenty-four Hundred dollars (\$2400.00).