

THE STATE OF SOUTH CAROLINA,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I Charles E. David of Greenville County

SEND GREETING:

WHEREAS, I, Charles E. David, the said Charles E. David in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to

Aug. W. Smith in the full and just sum of Forty-one Hundred and Sixty-six 66/100 Dollars, to be paid as follows: viz: One sixth of above amount one year after date and one sixth each year thereafter until paid

with interest thereon from date at the rate of 7 per cent. per annum to be computed and paid annually 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, said note further providing for an attorney's fee of

ten per cent besides all costs and expenses of collection, to be added to the amount due on said note, 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, as will more fully appear.

NOW, KNOW ALL MEN, That I, Charles E. David the said Charles E. David in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

Aug. W. Smith according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said Charles E. David in hand well and truly paid by the said Aug. W. Smith

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 Aug. W. Smith, his heirs and assigns forever

All that piece parcel or lot of land described as follows: Situated in the city of Greenville, County and state aforesaid on west side of Leach Street to-wit:

(1) Beginning 73 feet from the N. W. corner of Leach St. and Arlington Avenue, and running thence with line of W. Frank Ashmore N. 60-45 W. 140 feet to a stake; thence N. 19-15 E. 23 ft. to a stake; thence S. 60-45 E. 140 ft. to a stake on Leach Street; thence with ^{said} Leach Street 23 ft. to a stake the beginning corner, Being the same lot conveyed to me by Aug. W. Smith by deed dated February --- 1922.

(2) Beginning at an iron pin on west side of Leach Street 96 feet from the N. W. corner of intersection of Arlington Avenue and Leach Street and running thence with Leach Street N. 19-15 E. 58 ft to an iron pin; thence N. 60-45 W. 140 ft to an iron pin; thence S. 19-15 W. 58 feet to an iron pin; thence S. 60-45 E. 140 ft. to the point of beginning on Leach Street and being the same lot of land conveyed by E. V. Thatcher to Aug. W. Smith, and being the same lot of land conveyed to me by Aug. W. Smith by deed dated February --- 1922.

This mortgage is given to secure a portion of the purchase price

Antisigned & Canceled July 12th 1924
By James H. Bather
Aug. W. Smith
A. M. C.