

THE STATE OF SOUTH CAROLINA,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF GREENVILLE.

I, C. M. Wharton, of the County and State aforesaid,

SEND GREETING:

WHEREAS, I, the said C. M. Wharton,

in and by my certain promissory note in writing, of even date with these presents, and W. C. Miller well and truly indebted to,

in the full and just sum of Ten Thousand (\$10,000.00) Dollars,

to be paid three (3) years after date of this mortgage,

with interest thereon from the date of this mortgage at the rate of 7 per cent. per annum, to be computed and paid semi-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; 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. M. Wharton,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

W. C. Miller according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said W. C. Wharton, in hand, well and truly paid by the said W. C. Miller,

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 W. C. Miller,

all that piece, parcel of lot of land on the west side of Brown Street between Copper and North Streets, in the City of Greenville County and State aforesaid, fronting said Brown Street fifty-four (54) feet, more or less, and running back to within ten (10) feet to the rear end of a two-story brick building, said depth being ninety (90) feet, more or less, said building being known as the Babb Building leaving a strip of land ten feet wide between this said lot and said building, which said strip may be used in common by the owners of this land and the said brick building lot. The land hereby conveyed is bounded on the north by the Wright property and on the south by the Gibson property, and is the same lot of land conveyed to me by C. P. Simmons by deed dated February 17, 1920. and recorded in Volume 69, page 234, R.M.C. Office for Greenville County.

The State of South Carolina

As a part of the distributive share of Gordon Miller under the will of W. C. Miller, deceased, I hereby assign, transfer and set over unto Gordon Miller, his executors, administrators and assigns, the within mortgage of C. M. Wharton to W. C. Miller, dated July 14, 1921, and recorded in book 114, page 5, in the R.M.C. Office for Greenville County, South Carolina, together with the note secured thereby. Witness my hand and seal this 10th day of November 1933.

Gordon Miller, As Executor of the will of W. C. Miller, deceased.

In the presence of: Katie Morgan, Kate C. Parker

This assignment recorded November 10th 1933 at 2:30 P.M. N 8438

Handwritten notes and stamps: 'JUL 29 1933', 'RECEIVED BY THE STATE ARCHIVES', 'DATE 29 DAY OF JULY 1933', 'BY ARCHIVIST HALL No. 6-52801', 'E. J. Miller', 'M. J. Miller'.