

THE STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, D.E. Burns SEND GREETING:

WHEREAS, I, the said D.E. Burns

in and by MY certain promissory note in writing, of even date with these presents, am well and truly indebted to Melville C. Westervelt, as Trustee,

in the full and just sum of Three hundred thirty three and 32/100 (\$333.32)

Dollars, to be paid as follows: One hundred sixty-six and 66/100 (\$166.66) Dollars one year after date, and one hundred sixty-six and 66/100 (\$166.66) Dollars two years after date

with interest thereon from December 5th, 1923 - at the rate of eight 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; 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 D.E. Burns in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Melville C. Westervelt, as Trustee

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said D.E. Burns in hand, well and truly paid by the said Melville C. Westervelt, as Trustee

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 Melville C. Westervelt, as Trustee, All that certain lot or parcel

of land situate, lying and being in Greenville Township, County and State aforesaid, near the City of Greenville, known and designated as Lot No. 35 of the subdivision known as Augusta Circle as shown on a plat of record in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F. page 23, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Waccanaw Avenue, joint corner of lots 35 and 36, and running thence with said eastern side of Waccanaw Avenue N. 21-35 E. 50 ft. to iron pin on said Avenue, joint corner of lots 34 and 35; thence with the joint line of said lots S. 71-35 E. 166.36 ft. to iron pin in line of Davenport property; thence with line of said Davenport property S. 21-35 W. 50 ft. to iron pin, joint corner of lots 35 and 36; thence with joint line of lots 35 and 36, N. 71-35 W. 166.36 ft. to the point of beginning on Waccanaw Avenue. Being the lot of land this day purchased by me from M.C.-Westervelt, as Trustee; this mortgage being given to secure a portion of the purchase price.

Handwritten signature: Melville C. Westervelt, Trustee

Handwritten signature: James R. Bates, 1st Aug 24