

THE STATE OF SOUTH CAROLINA, }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF GREENVILLE.

I Baylis St Earle

SEND GREETING:

WHEREAS, I, the said Baylis St. Earle

in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to

Charles French Toms, Jr. in the full and just sum of One Thousand Forty-six & 66/100 (\$1,046.66)

Dollars, to be paid as follows: \$261.67 six months after date 261.67 twelve months after date; \$261.66 eighteen months after date and \$261.66 twenty-four months after date

with interest thereon from date at the rate of seven 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 Baylis St. Earle in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

Charles French Toms, Jr. according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Baylis St. Earle in hand, well and truly paid by the said Charles French Toms, Jr.

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 Charles French Toms, Jr.

All that certain lot or parcel of land, situate, lying and being on the West side of Falls Street in the City of Greenville, County and State aforesaid and being known and designated as Lot No. 21 of the Charles French Toms, Jr., property, as shown on a plat recorded in - the R.M.C. Office for Greenville County in Plat Book F., at page 222, and having, according to said plat the following metes and bounds, to-wit:-

Beginning at an iron pin on the West side of Falls Street, joint corner of lots Nos. 20 and 21 and running thence joint line of said lots N. 70-13 W. 80 feet to an iron pin in line of lot No. 14; thence with the line of that lot S. 19-30 W. 20 feet to an iron pin corner of lot No. 22; thence with the line of that lot S. 70-13 E. 80 ft. to an iron pin on Falls Street; thence with said Street N. 19-30 E. 20 ft. to the point of beginning.

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

State of South Carolina, County of Greenville.

For value received, I, Charles French Toms, Jr., do hereby assign, transfer and set over to J.W. Norwood the within mortgage and the note which this mortgage is given to secure. Witness my hand and seal this 17 day of April, 1924.

In the presence of:

J.D. Poteat, A.G. Hart.

Charles French Toms, Jr., (L.S.)

State of South Carolina, County of Greenville.

Personally appeared before me J.D. Poteat and made oath that he saw the within named Charles French Toms, Jr., sign, seal and as his act and deed deliver the within written Assignment and that he with A.G. Hart witnessed the execution thereof. Sworn to before me this 17, day of April, A.D. 1924.

John L. Plyler (L.S.) Notary Public for S.C.

J.D. Poteat