

124

MORTGAGE OF REAL ESTATE
Vol. 127
THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

P. J. Burns

SEND GREETING:

WHEREAS, *I*, the said *P. J. Burns*
in and by *my* certain *promissory* note in writing, of
even date with these presents, well and truly indebted to

H. P. Burbage
in the full and just sum of *Five Hundred*
Dollars, to be paid *one year from date*

with interest thereon from *date* at the rate of *8* 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, 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* the said *P. J. Burns*
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

H. P. Burbage
according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to *me*, the said

P. J. Burns
in hand well and truly paid by the said *H. P. Burbage*

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 *H. P. Burbage*

All that certain piece, parcel or lot of land situate, lying and being in the County and State aforesaid, just outside the City limits of Greenville, S.C., in what is known as Riverside Land Co., and known and designated as Lot #12 of Block EE, on plat made by Carter and Pringle, which plat is recorded in R.M.C. Office for said County, fronting 50 feet on Chicora Avenue and extending back to the right of way of the Greenville and Knoxville Ry. along parallel lines 117 feet, more or less, and bounded as follows: on the east by said right of way; on the North by lot #11, on the South by lot #13, and on the West by Chicora Avenue.
This lot being the same conveyed to me by Riverside Land Co., on Sept. 19th, 1922, the deed to which is recorded in Vol. 2, page 153.

For value received I hereby assign, transfer and set over unto *Hattie C. Jaffeaux* the within mortgage and I hereby guarantee the payment of same.
Witness my hand and seal *May 15, 1923.*
In the presence of:
Oscar Hodges,
D.B. Leatherwood.

H. P. Burbage.

South Carolina,
Greenville County.
Personally appeared before me Oscar Hodges who on oath says that he saw the within named *H. P. Burbage* sign, seal and as his act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned and that he with *D. B. Leatherwood* witnessed the execution thereof.
Sworn to before me this the *16th*, day, 1923.
D.B. Leatherwood (Seal)
Not. Pub. S.C.

Oscar Hodges.

Assignment recorded *May 16th, 1923.*

For value received I hereby assign the within mortgage to *H. P. Burbage* without recourse. *this 1st day of September 1925.*
Witnesses
Oscar Hodges
Louis C. Parker
Hattie C. Jaffeaux

Assignment recorded *Sept. 1st, at 1:00 P.M. 1925*

JUN 18 1936
Foreclosure 18 day of June
A.D. 1936
E-4225
See Judgment Roll
E. J. Jaffeaux
MASTER