

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Eugenia Thomas Duke

SEND GREETING:

WHEREAS, I, the said Eugenia Thomas Duke

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

Charlotte Smith Mallard Three Thousand, Eight Hundred Forty one & 92/100 (\$3,841.92)

Dollars, to be paid One year after date

with interest thereon from date at the rate of 8 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 Eugenia Thomas Duke in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

Charlotte Smith Mallard according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said Eugenia Thomas Duke in hand well and truly paid by the said

Charlotte Smith Mallard 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

all that certain parcel of land situate, lying and being in the City of Greenville, on Mauldy Street, Block between North and Pettigrew Streets, and having the following metes and bounds, to wit: Beginning at an iron pin on the west side of Mauldy Street, corner of Dr. Clifton Jones, and running thence in a westerly direction on said line of Dr. Clifton Jones 110 feet to an iron pin; thence in a southerly direction on a line parallel with Mauldy Street 57 1/2 feet to an iron pin; thence in an easterly direction about parallel with Jones' line 110 feet to an iron pin on Mauldy Street; thence along Mauldy Street 58 feet to an beginning corner.

Being the same lot of land conveyed to me by W. O. Anderson by deed recorded in Vol. 35, page 375. It is expressly agreed by the parties hereto that the mortgage herein shall constitute a second lien upon the above described premises, being junior in rank to a mortgage of Eugenia Thomas Duke to The Equitable Life Assurance Society of the United States, said mortgage recorded Vol. 115 page 219.

THE DEBT HEREBY SECURED IS PAID IN FULL AND THE LIEN OF THIS INSTRUMENT IS SATISFIED. WITNESSES:

For witness of this mortgage see Mortgage # 2 of Page 569.