

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James F. Davenport

SEND GREETING:

WHEREAS, I, James F. Davenport

in and by certain promissory note in writing, of

even date with these presents, D.D. McColl will and truly indebted to

in the full and just sum of Seventy-five hundred (\$7500.00)

Dollars, to be paid on Jan. 2, 1929, with privilege of anticipatory payment.

with interest thereon, from date at the rate of 6-1/2 per cent. per annum, to be

computed and paid on Jan. 2 and July 2 of each year

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

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, James F. Davenport

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

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said

James F. Davenport

in hand well and truly paid by the said

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 D.D. McColl, All that certain lot of land in the County

and State aforesaid, in the City of Greenville, fronting on Pendleton Street, and on

which there is a building, with the following metes and bounds: Beginning at an iron pin

on Pendleton Street 45 feet 2-1/2 inches from the corner of an alley leading from Pendleton

Street at right angles to the Wyatt Livery Stable lot and Pendleton Street; thence with

Pendleton Street 22 feet 6-1/2 inches to outer edge of brick wall; thence with a line at

right angles to said front line 100 feet to an iron pin on a back alley; thence with back

alley 22 feet 6-1/2 inches to iron pin; thence at right angles 100 feet to the beginning

corner, being the same lot of land conveyed to me by R.I. Wood and J.T. Jenkinson by deed

dated Oct. 10th, 1923, recorded in the office of R.M.C. for Greenville County in Book 97,

at page 543.

For value received, I hereby transfer the within mortgage & note the debt it so cures, this transfer being without recollection met to J. H. Harwood, Nov. 22, 1934. Witnesses: W. M. Stevenson, Katie M. Newton, Kate E. Ellerbe. Assignment Recorded Nov. 24 A.M. 1934 at 9:15 A.M. #12078.

Satisfied in full Aug 9, 1935 J. H. Harwood

James F. Davenport #3323

Witness: J. H. Harwood Speagle

Note and mortgage of James F. Davenport to D.D. McColl, dated December 28th, 1923, with interest paid in full to January 2, 1924 \$7500.00. Sublet from Jan. 2, 1924 to Jan 26, 1924, 24 D. @ 6 1/2 % 32.40 \$7532.40

In consideration of the sum of Seventy Five Hundred and Thirty Two and 40/100 Dollars paid to me by Katie M. Newton, I do hereby transfer, sell and assign the above mentioned mortgage of James F. Davenport to me to the said Katie M. Newton, with all of my rights and powers to collect the same.

My recorded in R.M.C. office Greenville County in Mortgage Book 138. P. 34. Witness my hand and seal, this the 26th day of January, A.D. 1934.

In the presence of: Kate F. Newton, Kate E. Ellerbe. D.D. McColl. (Seal)

State of South Carolina County of Marlboro

Personally before me came Kate F. Newton, who being first duly sworn says that she saw the above named D.D. McColl, sign, seal, and as his act and deed deliver the foregoing assignment of mortgage to Mrs Katie M. Newton, and that she with Kate E. Ellerbe, witnessed the execution thereof.

Sworn to before me, this 21st day of November, A.D. 1934. Kate F. Newton.

Katie E. Ellerbe (Seal) Notary Public for S.C.

Assignment Recorded Nov. 24th. 1934 at 9:15 A.M. #12078