

THE STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. S. Elliott

SEND GREETINGS:

WHEREAS, *J. S. Elliott*, the mortgagor hereinabove named

in and by *my* certain *Promissory* note in writing, of even date with these presents *am* well and truly indebted to *A. E. Potter* the mortgagee hereinafter named

in the full and just sum of *Three thousand three hundred and thirty-one Dollars and twenty-five cents* to be paid *as follows: Five hundred Dollars on the first day of January 1926, One thousand Dollars on the first day of January 1927; one thousand and thirty-one Dollars and twenty-five cents on the first day of January 1929.* with interest thereon from *this date* at the rate of *seven* per cent. per annum, to be computed and paid *annually on January the first* and paid in full; an interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due 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 of the indebtedness hereon*

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 or if any part of the money due on said note be not paid when due (all of which is secured under this mortgage,) as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That *J. S. Elliott* the said mortgagor

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the mortgagee *A. E. Potter* hereinafter named according to the terms of the said note, and also in consideration of the further sum of *Three Dollars*, to *me* the said mortgagor in hand well and truly paid by the said mortgagee

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

A. E. Potter and his heirs and assigns; all that certain lot, piece or parcel of land situate lying and being in the state of South Carolina in Greenville County and Township, a short distance north of the corporate limits of the City of Greenville, being known and designated as the east half of lot no. ten (10) in Block B of "Oakland Heights" as shown on W. D. News plat thereof, dated June 1, 1911, and recorded in the office of the Register of Mesne Conveyances for said County and state in plat Book "A" at page 204, and having according to said plat the following metes and bounds to wit: Beginning at a stake in the center of the front or north boundary line of lot no. 10, on the south side of Mountain View Avenue three hundred feet (300) westward from the S.W. corner of Mountain View Avenue and Dawnes Street and running thence S. 90° 45' W. (parallel with Dawnes Street) one hundred and seventy and one-half (170 1/2) feet through the center of block no. 10 to a stake on a nineteen foot alley; thence along said alley S. 30° 15' E. (parallel with Mountain View Avenue) fifty (50) feet to a stake on the S.W. corner of lot no. eleven (11) on said plat; thence N. 90° 45' E. one hundred and seventy and one-half (170 1/2) feet along the line of lot no. eleven to a stake on Mountain View Avenue thence along said Avenue N. 80° 15' W. fifty (50) feet to the beginning corner. This being the same lot conveyed to me the said *J. S. Elliott* by *A. E. Potter* by deed dated July 1st 1925 and not yet recorded this being the purchase money mortgage.

This is a second mortgage on said property being junior to a mortgage to American Building and Loan Association dated June, 7, 1922 and recorded in said office in mortgage book 119 at page 193, the remainder due this day on said mortgage.

PAID BY THE TEN OF THIS MONTH
FULL AND THE TEN OF THIS MONTH
WITNESSES:
J. S. Elliott
A. E. Potter