

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 45880

THE STATE OF SOUTH CAROLINA, }  
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

*J. H. P. Burbage*

SEND GREETING:

WHEREAS, *I*, the said *H. P. Burbage*  
in and by *My* certain *promissory* note in writing, of  
even date with these presents, *am* well and truly indebted to

*J. F. Gallivan*  
in the full and just sum of *Two thousand*  
Dollars, to be paid *one year from date*

with interest thereon, from *date of date* at the rate of *ten* 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, NOW ALL MEN, That *I* the said *H. P. Burbage*  
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *J. F. Gallivan*

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

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

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 *J. F. Gallivan*, all that certain piece, parcel

or lot of land situate, lying and being in the County and State aforesaid, in the City of Greenville on the North side of Tindall Avenue, beginning at an iron pin on the North side of Tindall Ave., corner of lot # 59, as shown on plat of Eagle Park hereinafter referred to, and running thence along line of lot # 59 North 4 W 117 feet to stake, thence in a westerly direction, 73 feet, more or less, to a stake on an alley, which stake is 117 feet from Tindall Ave., and 115.4 feet from McKay St. thence with said alley South 4-52 East 117 feet to an iron pipe on Tindall Ave; along a curve line approximately North 74-47 East 75.8 feet to the beginning. Also all that certain piece, parcel or lot of land situate, lying and being in the County and State aforesaid, in the fourth ward of the City of Greenville, the North side of E. McKee Ave., and having the following Metes and bounds, to wit: Beginning at a point on McKee Ave., 20 feet from N. E. Coyde corner on said Ave., and running thence N. 16 1/4 E. 12th feet to stake, thence N. 73 3/4 W. 25 feet to stake; thence S 16 1/4 E. 25 feet to East McKee Ave., thence along said Ave., S. 73 3/4 E. 21 feet to beginning corner.

Also all that certain piece, parcel or lot of land situate, lying and being in the County and State aforesaid, in the City of Greenville, on Murphy Street, having a width on the street of about twenty feet and a depth of seventy five feet, the same lot of land purchased from H. B. Bates and Richardson by the said H. P. Burbage, this mortgage being to mortgage executed by H. P. Burbage to H. K. Townes, a for about \$700.00. Also all that certain piece, parcel or lot of land situate in the County and State aforesaid, on Whitehall St just outside City limits of Greenville S. C., having a width of about fifty feet and a depth of 110 feet, and being the same lot of land conveyed to H. P. Burbage by Geo. R. Nagbach.

*The leg of this mortgage in every released from the lot of land descended herein as being an Murphy Street in the City of Greenville, S.C., under foreclosure and sale, this the 4th day of October, 1937. E. Gallivan, master at 2:45 P.M. #12135 OCT 4 1937 at 2:45 P.M.*

*Witness M. Deputy # 46 97 dated at 5:16 P.M. 10-20-37*  
*John Released by E. Gallivan*  
*3*  
*10-20-37*  
*E. Gallivan*  
*MASTER*