

THE STATE OF SOUTH CAROLINA,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF GREENVILLE.

I Emily T Lively

SEND GREETING:

WHEREAS, I, the said Emily T Lively

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

J. D. Zimmerman in the full and just sum of one thousand (\$1,000.00)

Dollars, to be paid January 15th 1938, with the right to anticipate any principal or interest of the said note prior to January 15, 1938

with interest thereon from [unclear] at the rate of 7 per cent. per annum, to be computed and paid [unclear]

until paid in full, 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 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 Emily T Lively

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

J. D. Zimmerman according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said Emily T Lively in hand well and truly paid by the said J. D. Zimmerman

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. D. Zimmerman

#170

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE COURT OF COMMON PLEAS AND RECORDS FOR THE COUNTY OF GREENVILLE, SOUTH CAROLINA, ON AUGUST 14 1938

All those two certain lots of land situate in Paris Mountain Township, County and State aforesaid, being known and designated as lots nos 17 and 18 of Section "A" of the property of Paris Mountain Land Company, said plat being recorded in the R.M.C. office for Greenville County, in Deed Book "D.D.D." at page 902. Reference is hereby made to said plat for a more particular description of said lands; being the same lots of land conveyed to me by J. D. Zimmerman, by deed dated November 5th 1927 and to be recorded.

The within mortgage is given to secure the balance of the purchase price of said lots and is subject to a mortgage executed by J. D. Zimmerman to J. P. Richardson May 14 1930 and recorded in Volume 84 at page 127, which said mortgage has been assigned to Piedmont Savings & Trust Company