

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS the said Mortgagor is well and truly indebted in and for the sum of Four thousand two hundred & 20/100 Dollars, including principal and interest, evidenced by two negotiable notes numbered from 1 to 2, both inclusive.

Note No. 1 being for the sum of Four hundred twenty and 00/100 Dollars, without interest, and payable in twenty (20) monthly payments of twenty one and 00/100 Dollars each beginning on the first day of February 1928, and twenty one and 00/100 Dollars on the first day of each month thereafter, to and including the first day of September 1929.

Note No. 2 being for the principal sum of Two thousand eight hundred and 00/100 Dollars with interest thereon at the rate of six per centum per annum and payable in one hundred and twenty (120) monthly payments, which payments include principal and interest as follows: Fourteen and 00/100 Dollars on the first day of February 1928, and Fourteen and 00/100 Dollars on the first day of each month thereafter to and including the first day of September 1929, and thirty five and 00/100 Dollars on the first day of October 1929, and thirty five and 00/100 Dollars on the first day of each month thereafter to and including the first day of January 1930.

The said notes are all made by D. D. Burns and Maggie Burns are in the aggregate principal amount of Three thousand two hundred and twenty & 20/100 Dollars, are of even date herewith and are payable to order of bearer at the office of Frederick E. Nolting & Company, Richmond, Virginia.

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF COMMON PLEAS AND SUPERIOR COURT OF THE COUNTY OF GREENVILLE, S. C. ON THE 11 DAY OF OCTOBER 1929. E. S. Surrain, Master.

Notarially Witnessed and Certified of Record by J. W. Water Moon Notary Public for Greenville County, S. C. at 10:10 am

Witnesses Paul M. Boyne Agnes Boyne

If any default be made in the payment of any of the indebtedness herein provided for, when the same shall become due and demandable, the mortgagor hereby gives the mortgagee the right to declare the whole debt hereby secured immediately due, payable and collectible under this mortgage, who may sue thereon and foreclose this mortgage; said notes further providing for a reasonable attorney's fee beside all cost and expenses, or any sum or sums expended by the mortgagee hereunder, to be added to the amount due on said notes and to be collectible as a part thereof, if the same be placed in the hands of any 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 said notes, reference being thereunto had, will more fully appear.

NOW THEREFORE, THIS DEED, DATED THIS third DAY OF January 1928, WITNESSETH: That J. D. Burns the mortgagor, in consideration of said debt and sums of money aforesaid, and for better securing the payment thereof, according to the terms of the said promissory notes and the true intent and meaning thereof; and also in consideration of the further sum of Three (\$3.00) Dollars to the mortgagor in hand well and truly paid by the mortgagee at and before the ensailing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto W. B. Bayliss the mortgagee, the following described property.

All that certain piece, parcel or lot of land situate lying and being on the south side of McCrary Street, near the city of Greenville South Carolina, designated as Lot # 5 of Elizabeth Heights subdivision, as shown by plat recorded in R. M. C. office for Greenville County in Plat Book F page 1398 having the following meters and bounds. Beginning at an iron pin on McCrary Street 124.2 feet from the corner of McCrary and Edwards Street; thence along McCrary Street S. 76-15 E. 55 feet to an iron pin on McCrary Street; thence along line of Lot # 6 S. 13-30 W. 16 3/4 feet to an iron pin; thence N. 76-15 W. 58.8 feet to an iron pin; thence along Lot # 4 N. 45-00 E. 16 3/4 feet to the beginning corner. This is the same property conveyed by H. J. Martin to J. D. Burns.