MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 55106

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I W. S. Miller

SEND GREETING:

WHEREAS, I, the said W. S. Miller in and by a certain promissory note in writing, of even date with these presents, am well and truly indebted to James R. Davenport in the full and just sum of Five hundred $500.00 Dollars, to be paid as follows: one hundred $100.00 on February 1st 1928 and balance of Four hundred ($400.00) Dollars with interest on the 1st day of April A. D. 1928.

with interest thereon, from November 1st A. D. 1927 at the rate of 8 per cent. per annum to be computed and paid at maturity until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of prinicpal 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 ~~10%~~ amount that may be due 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 moragage); as in and by the said note, reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That I the said W. S. Miller in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said James R. Davenport according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said W. S. Miller in hand well and truly paid by the said James R. Davenport 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 James R. Davenport his heirs and assigns all that tract or parcel of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the East Side of Hunt Park, being known and designated as lot #23 East Condie Lawn addition as shown on plat recorded in R. M. C. office for Greenville County in Plat Book "A" at page 383 and having the following metes and bounds: Beginning at an iron pin on the East Side of Hunt Ave. at the corner of lot #22; thence along line of #22 S. 60-10 E. 99 feet to a 10 foot alley; thence along line of said alley N. 44 E. 80 feet to corner of lot #24 N. 72-45 W. 127 feet to Hunt Ave.; thence along Hunt Ave. S. 24-35 W. 50 feet to the beginning corner.

This mortgage is junior to one in the sum of Forty-five hundred ($4500.00) Dollars payable to Mortgage Guarantee Company of America and is of equal rank to one for the sum of Five hundred ($500.00) Dollars of even date payable to Mrs Sue H. Earle of Greenville South Carolina