

THE STATE OF SOUTH CAROLINA,

County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, *L. E. Graddick, and Lois Simpson Graddick*

SEND GREETING:

WHEREAS, *we*, the said *L. E. Graddick and Lois Simpson Graddick* in and by *our* certain *promissory* note in writing, of even date with these presents, *are* well and truly indebted to

W. L. Gassaway in the full and just sum of *Eight hundred, Fifty Six and 88/100 (\$856.88)* Dollars, to be paid *One year after date*

with interest thereon, from *date* at the rate of *8* 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 *2436*

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, KNOW ALL MEN, That *we* the said *L. E. Graddick and Lois Simpson Graddick* in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *W. L. Gassaway*

according to the terms of the said note, and also in consideration of a further sum of Three Dollars, to *us* *Graddick and Lois Simpson Graddick* in hand and truly paid by the said *W. L. Gassaway*

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 *W. L. Gassaway* his heirs and assigns

All that certain piece, parcel or lot of land situate, lying and being just *westside* of the limits of the City of Greenville, *in the* County and State aforesaid on the North side of *Ashley Avenue*, and having the following meters and *boundaries*:

Beginning at a point on the north side of Ashley Avenue, *partly* corner of lots nos 1 and 2, and running thence *along* the joint line of said lots N. 28-38 E 148.7 feet to a *pipe*; thence N. 78-55 W. 96.5 feet to a corner; thence S 10-16 W. 127.5 feet to corner on north side of Ashley Avenue; thence S 62-30 E 61.5 feet along said Ashley Avenue to the beginning corner. Being fully set out by a plat of same recorded in the office of the R. M. C. for Greenville County in Plat Book "H", at page 73, being known and designated as Lot No. 1 on said plat.

This is the same lot conveyed to us by H. J. Martin and L. N. Talley by deed dated June 9, 1928, not yet recorded. It is understood and agreed that this is a second and inferior mortgage, being second and inferior to a mortgage in the sum of \$4,000.00 executed by us to the Mechanics Building and Loan Association, dated June 9, 1928, to be recorded.

RECORDED AND CANCELLED OF THE COUNTY OF GREENVILLE, S. C. BY THE RECORDER OF DEEDS, J. D. WALKER, JUNIOR, ON THIS 25th DAY OF FEBRUARY, 1929. SEE JUDGMENT FILE NO. 103-27-103-30