

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, M.P. Owens

Julia D. Charles am well and truly indebted to

in the full and just sum of Eighteen hundred thirty five 00/100

Dollars, in and by my certain promissory note in writing, of even date herewith due and payable on the 19 day of Jan 1940

in installments of thirty dollars per month, due and payable on the first day of each calendar month, beginning October 1, 1931 (payments to be applied first to payment of interest and then to payment of principal)

Witness my hand and seal this 19th day of January 1940.
M. Beatty
Wooten

at the rate of seven per centum per annum until paid, interest to be computed and paid quarterly, and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I, the said M.P. Owens

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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 Julia D. Charles

all that tract or lot of land in Greenville Township, Greenville County, State of South Carolina.

Known as lots nos. 55, 56, 57 and 58 on plat of property of American Bank and Trust Company, on Anderson Road, recorded in R. M. C. office for said County, in plat books 3, page 44; lot no. 58 having a frontage of 53.6 feet and lots 57, 56 and 55 having a frontage 54 feet each on Anderson Road. Lots 56, 57 and 58 are the same this day conveyed to M.P. Owens by Julia D. Charles. Lot no. 55 was this day conveyed to M.P. Owens by E. Inman Master.

It is understood and agreed that this mortgage is given to secure the payment of a portion of the purchase price of said lots of land.

As collateral security to the above described note I hereby assign and pledge the rents from the building or buildings situated on the four lots above described and also the rents from my five room dwelling situated on lot no. 54 of the above mentioned plat, adjoining said lots on the west and fronting on Jamison Street, and authorize and empower the mortgagee or his assignee to collect the rents from said buildings and dwellings and pay or retain ten per cent of the amount collected for his services in collecting the rents, the balance to be applied to the payment of the note above mentioned until the amount of principal due on said note with interest paid up to that time shall have been reduced to fifteen hundred dollars, at which time the assignment of rents from the dwelling on lot no. 54 shall cease and terminate, and thereafter only rents from the building or buildings on the four lots covered by this mortgage shall be collected by him and applied to the payments agreed to be made and said monthly payments shall be required accordingly. Should said rents exceed the monthly payments such excess shall also be applied to the monthly payments. Should said rents be less than the monthly payments the mortgagee or his assignee shall not be liable to account for more than the rents collected.