

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James S. Cummings

SEND GREETING:

WHEREAS, I, James S. Cummings

in and by my certain promissory note in am writing, of even date with these presents well and truly indebted to Mrs. Lila E. Earle, Executrix

in the full and just sum of Four Hundred (\$400.00) Dollars to be paid Thirty-Six Dollars (\$36.00) every six months, the first payment of Thirty-Six Dollars (\$36.00) to be made November 25, 1938, and thereafter \$36 every six months until paid.

*Satisfied in full
July 29-1941
Lila E. Earle
Executrix*

with interest thereon from date at the rate of seven

per cent. per annum, to be computed and paid Semi-annually in advance. until paid in full; all interest not paid when due to bear interest at 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 ten per cent of the amount

besides all costs and expenses of collection, to be added to the amount due on said note and 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, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, James S. Cummings, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, Mrs. Lila E. Earle, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor, James S. Cummings, in hand well and truly paid by the said Mortgagee, Mrs. Lila E. Earle, 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 and release unto the said Mortgagee, Mrs. Lila E. Earle, and her successors Heirs and Assigns, forever, all and singular that certain piece, parcel, or tract of land situated, lying and being in Gantt Township, Greenville County, State aforesaid,

RECORDED IN BOOK 30 OF GREENVILLE COUNTY, SOUTH CAROLINA, PAGE 11349.

lying between the Old Piedmont Highway and the right of way of the R. & N. Railway, and being known and designated as tract No. 2 of the property of D. L. Alexander, as shown by plat made by W. D. McBrayer, from deed of Ella Mackey to D. L. Alexander and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Old Piedmont Highway, at edge of the right of way of the Southern Bell Telephone Company, joint corner of tracts 1 and 2, and running thence along said highway and right of way S. 9-0 E. 387.5 feet to an iron pin; thence N. 77-53 W. 258.2 feet to an iron pin on the P. & N. Railway right of way, and 42 feet from the center of said tracts; thence along the said right of way, N. 12-27 W. 253.6 feet to an iron pin on said right of way, joint rear corner of Tract No. 1 and Tract No. 2; thence along the line of said Tract No. 1, S. 70-30 E. 227.5 feet to the beginning corner.

This is the same land conveyed to James S. Cummings, Mortgagor herein, by D. L. Alexander, May 25, 1938, by deed to be recorded, and my dwelling house is located thereon.