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THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville, S. C.

FILED
GREENVILLE CO. S. C.

OCT 21 3 30 PM 1949

To All Whom These Presents May Concern:

ELLIE FARNSWORTH
R. M. C. SEND GREETING:

I, James E. Burns

Whereas, I, the said James E. Burns

in and by my certain Promissory note in writing, of even date with these

Presents, am well and truly indebted to O. Y. Brownlee & O. Y. Brownlee, Jr.

in the full and just sum of Fifty-seven Hundred Dollars

, to be paid November 9, 1949

, with interest thereon from ~~date~~ maturity

at the rate of six per centum per annum, to be computed and paid

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, 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said James E. Burns

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said O. Y. Brownlee

and O. Y. Brownlee, Jr. according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said James E. Burns

, in hand well and truly paid by the said O. Y. Brownlee & O. Y. Brownlee, Jr.

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 O. Y. Brownlee & O. Y. Brownlee, Jr.

Lot #10 South Haven Drive, Greenville, South Carolina

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, on the North side of South Haven Drive, and being known and designated as lot No. 10 of a subdivision of the property of W. F. Putnam known as Buncombe Park, as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book M at page 12, and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the North side of South Haven Drive at the corner of Lot No. 9, which point is 480 feet East of the intersection of Buncombe Road, and running thence along the line of Lot No. 9, N. 3-20- W. 173 feet to an iron pin; thence N. 88-00 E. 75 feet to an iron pin; thence S. 3-20 E. 173 feet to an iron pin; thence along the South Haven Drive, S. 88-00 W. 75 feet to the beginning corner."

ROY S. HENDERSON
MINNIE B. CHRISTOPHER
THAD W. RIDDELL
49
1st
Ellie Farnsworth
49
P.M. # 23