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MORTGAGE OF REAL ESTATE—Form Prepared by Haynsworth & Haynsworth, Attorneys at Law; Greenville, S. C.

FEB 1 9 48 AM 1000

The State of South Carolina,

County of GREENVILLE OLLIE PARTICIPATION

To All Whom These Presents May Concern:

JAMES T. HARDY

Ι

SEND S GREETING:

Whereas,

, the said

James T. Hardy

in and by my certain promissory

note in writing, of even date with these

presents,

am

well and truly indebted to

James F. Davenport

in the full and just sum of TWENTY THOUSAND (\$20,000.00) DOLLARS , to be paid One (1) year from date

> , with interest thereon from date on the principal balance

at the rate of per centum per annum, to be computed and paid semi-annually, said interest payments to be made on July 3 and January 3 of each year

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; 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 or its 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 attorney's 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 James T. Hardy , the said

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said James F. Davenport

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said James T. Hardy

, in hand well and truly paid by the said James F. 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 F. DAVENPORT

All that piece, parcel or lot of land in the City of Greenville, Greenville County, State of South Carolina, described as follows:

BEGINNING at a pin at the northeast intersection corner of Capers Street and Crescent Avenue and running thence with the north side of Crescent Avenue N. 84-40 E. 75 feet to a pin; thence N. 5-41 W 186.9 feet to corner of lot heretofor conveyed by Dr. T. W. Sloan to Annie Reid Evans, as Trustee; thence with said Evans line S. 86-50 W. 75.2 feet to a pin on the east side of Capers Street; thence with the east side of Capers Street S. 5-41 E. 182.5 feet to the point of beginning, and being a portion of Lots Nos. 20 and 21, according to a plat recorded in Plat Book E. at page 137, and being a portion of the property conveyed

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