

APR 23 2 34 PM 1951

BOOK 594 PAGE 126
THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE. }

ELLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern: That I, James L. Duncan, SEND GREETING:

Whereas, I, the said James L. Duncan, of the County of Greenville, State of South Carolina, in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to D. E. Galway,

in the full and just sum of five thousand dollars (\$5,000.00.),

to be paid six (6) months from date with the privilege of renewing same for an additional six months,

with interest thereon from date

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

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 L. Duncan,

in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said D. E. Galway,

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

consideration of the further sum of Three Dollars, to me, the said James L. Duncan,

in hand well and truly paid by the said D. E. Galway,

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 D. E. Galway,

all that certain lot of land situate on Langston Drive in Sans Souci Heights, a Sub-Division on the New Buncombe Road about three miles north of the City of Greenville, said lot being known and designated as lot numbered one hundred and seventy-three (173) on Plat of said property recorded in the Office of the Register of Mesne Conveyance for Greenville County in Plat Book "BB" at pages 90 and 91, which Plat is hereby referred to and made a part hereof, said lot having the following lines, courses and distances:-

Beginning at an iron pin on the northern side of Langston Drive, said pin being the joint front corner of lots numbered one hundred and seventy-two (172) and one hundred and seventy-three (173); thence along the northern line of said Langston Drive, S. 65-52 W., seventy-two (72) feet, to an iron pin; thence N. 21-06 W., one hundred and sixty-five and five tenths (165.5) feet, to an iron pin; thence N. 68-54 E., seventy-two (72) feet, to an iron pin, joint rear corner of lots one seventy-two (172) and one seventy-three (173); thence with the western line of lot one seventy-two (172), S. 21-06 E., one hundred and sixty-one and seven tenths (161.7) feet, to an iron pin, the beginning corner.