

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 17 12 37 PM 1955

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said James S. Cummings
in and by my certain promissory note in writing, of even date with these
Presents, am well and truly indebted to H. K. Townes
in the full and just sum of One Hundred Twenty-five and NO/100 (\$125.00) Dollars
, to be paid One year from date

, with interest thereon from Date
at the rate of 7 per centum per annum, to be computed and paid Annually
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 S. Cummings
, in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said H. K. Townes
according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to me, the said James S. Cummings
, in hand well and truly paid by the said H. K. Townes
at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have grant-
er, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the
said H. K. Townes, his heirs and assigns forever:

All that tract of land lying between the Old Piedmont Highway and the P & N Railroad
right-of-way, being Tract No. 2 of the D. L. Alexander land, and having the following
metes and bounds:

BEGINNING at a pin on the Old Piedmont Highway at the edge of the Telephone Company's
right-of-way, joint corner of Lots 1 and 2, and running thence along said Highway
and right-of-way S. 9 E. 387.5 feet to a pin; thence N. 77-53 W. 258.2 feet to a
pin on the P & N Railroad right-of-way (said right-of-way being 42 feet from the
center of the tract); thence along said right-of-way N. 12-27 W. 253.6 feet to a
pin on said right-of-way; joint corner of Tracts 1 and 2; thence along the line of
Tract No. 1 S. 70-30 E. 227.5 feet to the beginning corner, less, however, that
portion conveyed to Eunice J. Harris, by deed recorded in the R.M.C. Office for
Greenville County in Vol. 382, at page 412.

Said land has thereon the dwelling house and is the place on which I now reside.

In the event it becomes necessary to sue to collect this obligation, I agree to pay
\$35.00 attorney's fees, anything herein to the contrary notwithstanding.