THE STATE OF SOUTH CAROLINA COUNTY OF Greenville

VOL 425 PAGE 3755

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, , the said Earl Burns

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

Presents. am well and truly indebted to. J. Hugh Burns

, with interest thereon from

date

at the rate of

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

Earl Burns

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

J. Hugh Burns

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

consideration of the further sum of Three Dollars, to me , the said Earl Burns

, in hand well and truly paid by the said J. Hugh Burns

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 J. Hugh Burns.

his heirs and assigns, forever:

All that piece, percel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the North side of Charles Street, being known and designated as Lots Nos. 46 and 47 of a subdivision known as "Newland" as shown on plat thereof recorded in the R. M. C. Office for Greenville County, in Plat Book "C", at Page 199; said lots being in block 1 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northwest corner of the intersection of Charles Street and Newland Avenue and running thence along the line of said Newland Avenue N. 55-10 W. 152 feet to an iron pin at the intersection of a 10 foot alley; thence along the line of said alley, N. 43-12 E. 103 feet to an iron pin at the reaf corner of Lot No. 45 of Block 1; thence along the line of said lot, S. 46-48 E. 150 feet to an iron pin to the corner of said lot on the Northwest side of Charles Street; thence along the line of said Charles Street, S. 43-12 W. 30 feet to the beginning corner.

The above lots are shown on the Township Block Book at Sheet No. 168, Block 2, Lots Nos. 22 and 23.

Faid in full Det 14-49 9. Hugh source Wilness

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