

388

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

To All Whom These Presents May Concern: We, H.H. Moore

and H.P. Moore

SEND GREETING:

Whereas we the said H.H. Moore and H.P. Moore

in and by our certain promissory note in writing, of even date with these

Presents are well and truly indebted to William McAbee

in the full and just sum of Eleven Hundred and Twenty-five (\$1125.00) Dollars

to be paid three years from the date hereof, with the privilege of paying any part or all thereof at any time

with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid semi-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 we the said H.H. Moore and H.P. Moore

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

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

consideration of the further sum of Three Dollars, to us the said mortgagors

in hand well and truly paid by the said William McAbee

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 William McAbee and his heirs and assigns:

All that certain parcel or tract of land in Oneal Township, Greenville County, State of South Carolina, about one-half mile Southwest from Milford Baptist Church, on the South side of Clear Creek, bounded by lands now or formerly owned by Groce Estate, F.W. Cobb, G.L.W. Moore and Amos Bryant, containing Sixty-seven and twenty-one one-hundredths (67.21) Acres, more or less, and being the same tract of land this day conveyed by William McAbee, et al., to the said H.H. Moore and H.P. Moore by deed to be recorded herewith.

This mortgage is given to secure the balance of the purchase price.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said William McAbee

and his Heirs and Assigns forever. And we do hereby bind ourselves and

our Heirs, Executors and Administrators to warrant and forever defend all and singular the said

Premises unto the said William McAbee and his

Heirs and Assigns, from and against ourselves and our

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Paid in full DATE Nov. 3, 1950.

William McAbee

Witness:

35
John E. ...
...