

The State of South Carolina }
County of Greenville }

VOL 411 PAGE 29

FILED
GREENVILLE CO. S. C.

To All Whom These Presents May Concern: JUN 17 11 59 AM 1949

I, Robert ~~Lee~~ Burgess,OLLIE FARNSWORTH
R. M. C. SEND GREETING:Whereas, I, the said Robert ~~Lee~~ Burgessin and by my certain promissory note in writing, of even date with these
Presents, am well and truly indebted to C. O. Berryin the full and just sum of Four Hundred Forty Five and No/100 (\$445.00)
Dollars, to be paid one year from date

, with interest thereon from date

at the rate of six 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 Robert ^{LEE} Burgess

, in consideration of the said debt and

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

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

consideration of the further sum of Three Dollars, to me, the said Robert ^{LEE} Burgess

, in hand well and truly paid by the said C. O. Berry

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 C. O. Berry ALL that certain piece, parcel or tract of land situate, lying and being in the State and County aforesaid, Chick Springs Township, about two miles southeast from Taylors, lying north from the Greer-Brushy Creek Road and on the northern side of a new cut road, and being the same tract of land conveyed to me this day by deed from C. O. Berry, and having the following courses and distances, to wit:-

Beginning on a stake in the center of the said new cut road, joint corner of the M. C. Burgess tract, and runs thence with the M. C. Burgess line N. 2-45 E. 1285 feet to a stake on Cane Creek; thence down the said creek S. 51-00 E. 120 feet to a bend; thence S. 53-00 E. 97 feet to a stake on the said creek; thence S. 2-30 W. 1334 feet to a stake in the center of the said new cut road; thence with the center of the said road N. 38-00 W. 50 feet to a bend; thence N. 45-15 W. 200 feet to the beginning corner, and containing Five and Forty Five one-hundredths (5.45) acres, more or less.

This mortgage is given to secure the purchase price of the above described tract of land.

SATISFIED AND CANCELLED OF RECORD

15 DAY OF

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 10 O'CLOCK P. M. NO. 1111