## STATE OF SOUTH CAROLINA, VOI 419 PAGE 400

County of Greenville

rILEU APPENVILLE CO. S. C.

APR 2 10 so AM 19/19

## To all Whom These Presents May Concern:

OLLIE FARRSWORTH WHEREAS We, Elizabeth L. Barber and J. Heyward parter, are well and truly indebted to Lillian M. Rushing

in the full and just - - - (\$ 1900.00) Dollars, sum of Nineteen Hundred and No/100 - in and by our certain promissory note in writing of even date herewith, due and payable as follows: in monthly instalments of THIRTY AND NO/100 - (\$30.00) DOLLARS each, beginning on the first day of May, 1949 and continuing on the first day of each and every successive calendar month thereafter until the principal debt has been paid in full, said payments to be applied first to interest and then to the principal balance due from month to month

with interest from date at the rate of six per centum per annum until paid; interest to be computed and paid Monthly and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said Elizabeth L. Barber and J. Heyward Barber in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery 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 Lillian M. Rushing, her heirs and assigns forever:

"All that certain piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township on the West side of Taylor Street (formerly known as Seawright Street), and being known and designated as Lot No. 5 of a subdivision of the property of Lillian M. Rushing, as shown on plat thereof made by Pickell and Fickell, Engineers on January 15, 1949 and recorded in the R. M. C. office for Greenville County in Plat Book V, at page 37. and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the West side of Taylor Street at the corner of Lot No. 4, which point is 172 feet South of the intersection of Brockman Street, and running thence along the West side of Taylor Street, S. 28-36 W. 41 feet to an iron pin at the corner of Lot No. 6; thence along the line of Lot No. 6, N. 61-24 W. 86.4 feet to an iron pin at the rear corner of said lot; thence N. 35-54 E. 41.4 feet to an iron pin at the rear corner of Lot No. 4; thence along the line of Lot No. 4, S. 61-24 E. 81.1 feet to an iron pin at the beginning corner. Being the same lot of land conveyed to us by Lillian M. Rushing by deed of even date herewith, not yet recorded."

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

Lillian M. Rushing, her

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

P.M. 7- 25598