## VOL 474 PAGE 476

THE STATE OF SOUTH CAROLINA COUNTY OF

## To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I , the said James Albert Pennington

in and by & certain promissory

note in writing, of even date with these

Presents.

.

well and truly indebted to Wark G. Garrett

in the full and just sum of One Thousand Five Hundred and No/100 -- , to be paid One Year after date

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 I , the said mortgagor

. in consideration of the said debt and

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

mortgagee

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

consideration of the further sum of Three Dollars, to me . the said mortgagor

in hand well and truly paid by the said mortgagee

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

Mark G. Garrett: All that certain piece parcel or tract of land, lying and being in Austin Township, Greenville County, S. C. located on the North-East side of the Anderson's Bridge Road, East of Simpsonville, S. C., adjoining lands of Perry Howard and others, and having, according to a Survey and Plat made by E. E. Gary, Surveyor, on April 23, 1949 the following metes and bounds:

BEGINNING at an iron pin in the Anderson's Bridge Road, joint corner with Perry Howard, and running thence along said road N. 26 3/4 E. 1.09 chains to point in road; thence still along road N. 20 1/4 E. 7.87 chains to an iron pin; thence S. 65 3/4 E. 13.22 chains to an iron pin; thence S. 13 3/4 E. 7.91 chains to an iron pin, joint corner with Perry Howard; thence by a new dividing line N. 75 W. 14.29 chains to an iron pin; thence N. 73 1/4 W. 3.54 chains to the beginning corner, containing 11.90 acres more or less, and being the same tract of land conveyed to mortgagor by deed of even date with this mortgage from Perry A. Howard, Samuel L. Howard and Fred E. Howard, deed not yet recorded, and this instrument is given to secure a portion of purchase funds and is being executed and delivered concurrent with the execution and delivery of said deed.

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