

THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville

JAN 4 2 31 PM 1941

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RECORDED
R.M.C.

To All Whom These Presents May Concern: We, James B.

Westmoreland and Mabel Chato Westmoreland,

SEND GREETING:

Whereas, we, the said James B. Westmoreland and Mabel Chato Westmoreland, hereinafter referred to as Mortgagors in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to John Ratterree

in the full and just sum of Three Thousand (\$3,000.00) Dollars

, to be paid on demand

, with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid on demand

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 Mortgagors

, in consideration of the said debt and

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

John Ratterree

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 John Ratterree

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 John Ratterree and his heirs and assigns:

All that certain parcel or lot of land situated near the City of Greer and North thereof, on the South side of Wilson Avenue and on the West side of Earle Street Extension, designated as Lot No. 5 of the Property of Nancy W. Finley and Ellen W. Crain, according to survey and plat by H.S. Brockman, Surveyor, dated June 24, 1941, and having the following courses and distances, to wit: Beginning at a stake at the intersection of the streets named herein, and running thence with the West side of Earle Street Extension, S. 14.02 E. 70 feet to a stake, corner of Lot No. 6; thence S. 80.59 W. 221 feet to a stake, corner of Lot No. 4; thence with the line of Lot No. 4, N. 7.29 W. 70 feet to a stake on South side of Wilson Avenue; thence with Wilson Avenue, N. 81.06 E. 213 feet to the beginning corner.

This is the same property conveyed to James B. Westmoreland and Mabel Chato Westmoreland by deed of Laurens I. James, recorded in Deed Book 298, page 439, R.M.C. Office for Greenville County.