$^{\prime}$ 6 $^{\prime}$ C VOL. 456 PMGE169

THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, John B. Hicks, of Greenville County, S. C.,

SEND GREETING:

, the said John B. Hicks, Whereas,

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

well and truly indebted to R. E. Benson, Presents,

in the full and just sum of TWENTY FIVE HUNDRED and no/100 (\$2500.00) DOLLARS, to be paid as follows: SEVENTY FIVE (\$75.00) DOLLARS on May 8, 1950, and a like amount on the to be paid 8th day of each and every succeeding Calendar month thereafter until paid in full, each of said payments to be applied first to interest and balance to principal due from month to month, until paid in full both as to principal and interest; with the right to anticipate by the payment of all or any part thereof at any time before date , with interest thereon from

at the rate of Six per centum per annum. to be computed and paid monthly, as above,

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.

John B. Hicks, , the said NOW KNOW ALL MEN, That

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said R. E. Benson,

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

John B. Hicks, me, the said consideration of the further sum of Three Dollars, to

> R. E. Benson, , in hand well and truly paid by the said

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 R. E. Benson, his

heirs and assigns, All that piece, parcel or tract of land in Dunklin Township, Greenville County, State of South Carolina, on both sides of a public road and on Beaverdam Creek, waters of Saluda River, and having the

following metes and bounds, courses and distances, to-wit:

BEGINNING at a point in the center of Beaverdam Creek, under
the bridge, and running thence N. 86 3/4 E. 2.75 chs. to stake, x, in
old road; thence N. 112 W. 18.40 chs. to stone; thence N. 292 E. 15.33
chs. to stake, x; thence N. 871 E. 23.72 chs. to stone, x; thence S.62
W. 49.84 chs. to dogwood in gully; thence S. 792 W. 20.60 chs. to center of Beaverdam Creek; thence up the center of said Creek, N.2-00 W. 21.00 chs. to point of beginning in center of said Creek, said Creek

the line. A very small piece or parcel in this tract has been conveyed to Albert C. McDavid, as an old cemetery lot, it was deducted from this

acreage. This tract of land contains One Hundred Twenty Eight and 4/10 (128.4) acres, more or less, and is the same this day conveyed to me by Carl R. Vest by deed to be recorded along with this mortgage.

This is a first mortgage over the above described property and there are no other mortgages, judgments, nor other liens or encum-

brances over or against same prior to this mortgage.