

BOOK 541 PAGE 474

The State of South Carolina,

County of Greenville

SEP 3 9 21 AM '53

To All Whom These Presents May Concern:

Whereas, I, W. P. EARP, the said W. P. Earp, SEND S GREETING: hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Paul B. Byrum hereinafter called the mortgagee(s), in the full and just sum of Five Thousand and No/100 - - - - -

- - - - -DOLLARS (\$ 5,000.00), to be paid as follows: The sum of Two Hundred Fifty and No/100 (\$250.00) Dollars to be paid on the principal on the 4th day of January, 1953, and the sum of Two Hundred and Fifty and No/100 (\$250.00) Dollars on the 4th day of April, July, October and January of each year thereafter until the principal indebtedness is paid in full

, with interest thereon from date at the rate of five (5%) percentum per annum, to be computed and paid

January 4, 1953 and quarterly thereafter until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness at attorney's 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(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 Paul B. Byrum, his heirs and assigns, forever.

All of that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in Greenville Township, in Greenville County, State of South Carolina, and in the City of Greenville, at the northeastern intersection of Augusta Road and Oregon Street, and being known and designated as a portion of Lot No. 1 of Block C, according to plat of Kanatenah, which plat is of record in the R.M.C. Office for Greenville County in Plat Book F, at Pages 66 and 67, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeastern intersection of Augusta Road and Oregon Street, and running thence along the northern side of Oregon Street in a northeasterly direction 100 feet to an iron pin; thence N. 26-30 W. 74.5 feet to an iron pin in the northern line of Lot No. 1; thence S. 54-07 W. 130 feet to an iron pin on the eastern side of Augusta Road; thence along the eastern side of Augusta Road in a southeasterly direction 58.7 feet to an iron pin, the beginning corner.

The above described property is the same conveyed to the mortgagor herein by deed of J. O. Cely, et al, dated March 30, 1953, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 342, Page 182.

Hand in full and cancelled this 1st day of November, 1953.
Paul B. Byrum