

GREENVILLE CO. BOOK 552 PAGE 255

STATE OF SOUTH CAROLINA,

County of Greenville

FEB 3 11 02 AM '53

To all Whom These Presents May Concern:

OLLIE FARNSWORTH, R.M.C.

WHEREAS I, Robert A. Henderson, of Greenville County, am well and truly indebted to W. B. Yeargin and Curtie Mae Yeargin

in the full and just sum of Two Thousand, Four Hundred, Sixty-One and 56/100 - - (\$ 2,461.56) Dollars, in and by my 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 2nd day of March, 1953, and continuing on the 2nd day of each and every succeeding 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 remaining due from month to month,

with interest from date at the rate of 5-1/2% 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 I 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 I, the said Robert A. Henderson

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 me 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

W. B. Yeargin and Curtie Mae Yeargin, their 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 Bates Township, on the northwest side of McElhaney Road, containing twenty-one (21) acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of McElhaney Road at the corner of the 90-acre tract heretofore conveyed by Fred R. Roach to the Brandon Corporation, and running thence along the center of said McElhaney Road, S. 67-05 W. 149 feet, more or less, to a bend in said road; thence still with the center of said road, S. 23 1/2 W. 394 feet, more or less, to a point in the center of said road at corner of property now or formerly belonging to Charlie Batson; thence along the line of the Batson property, N. 35 1/2 W. 2078.38 feet, more or less, to a stake at the corner of the 90-acre tract of the Brandon Corporation; thence along the line of the Brandon tract, N. 60-20 E. 489 feet to a corner of the Brandon tract; thence still with the line of the Brandon tract, S. 35-30 E. 1780 feet to the beginning corner in the center of the McElhaney Road.

This is a second and junior mortgage, being junior to the lien of the First Federal Savings and Loan Association of Greenville.

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

W. B. Yeargin and Curtie Mae Yeargin, their Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, their Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

See R. C. M. Book 567, Page 862.

Handwritten notes and signatures at the bottom of the page, including "J. B. Yeargin" and other illegible scribbles.