

BOOK 566 PAGE 438

The State of South Carolina,

County of Greenville

To All Whom These Presents May Concern:

GLENN R. KAY

SENDS GREETING:

Whereas, I, the said Glenn R. Kay 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 L. A. Mills hereinafter called the mortgagee(s), in the full and just sum of One Thousand Four Hundred and No/100 - - - - - DOLLARS (\$ 1,400.00), to be paid as follows:

The sum of \$700.00 to be paid one year after date and the sum of \$700.00 to be paid two years after date

, with interest thereon from date at the rate of Four (4%) percentum per annum, to be computed and paid annually 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 as 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 L. A. Mills, his heirs and assigns, forever:

All those certain pieces, parcels or lots of land situate, lying and being on the South side of Happy Avenue, in the City of Greenville, Greenville County, South Carolina, being shown as Lots 50, 51, 52, 53, 54 and 55 on plat of Rutherford Park, made by Dalton & Neves, Engineers, September 30, 1946, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "P", at page 108, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southeast corner of the intersection of Happy Avenue and Oak Ridge Street, and running thence with the South side of Happy Avenue N. 74-48 E. 54 feet to an iron pin; thence continuing with Happy Avenue N. 70-22 E. 154 feet to an iron pin; thence continuing with the South side of Happy Avenue N. 63-12 E. 132 feet to an iron pin; thence with the line of Lot 56, S. 19-38 E. 150 feet to an iron pin; thence S. 63-12 W. 173 feet to an iron pin on the Northeast side of Oak Ridge Street; thence along the Northeast side of Oak Ridge Street, N. 66-10 W. 231 feet to an iron pin at the Southeast corner of the intersection of Happy Avenue and Oak Ridge Street, the beginning corner.

ALSO: All those certain pieces, parcels or lots of land situate, lying and being on the South side of Happy Avenue, in the City of Greenville, in Greenville County, South Carolina, being shown as Lots 57 and 58 on plat of Rutherford Park, made by Dalton & Neves, Engineers, September 30, 1946, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "P", at page 108, and having according to said plat the following metes and bounds, to-wit:

(Over)

Handwritten notes and signatures at the bottom of the page, including "Rainey, Fant & Brawley" and other illegible scribbles.