

BOOK 573 PAGE 216

The State of South Carolina,

County of Greenville

SEP 11 3 30 PM '53

To All Whom These Presents May Concern:

J. A. BARRY

SENDS GREETING:

Whereas, I, the said J. A. Barry 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 Theodore C. Stone and The South Carolina National Bank of Charleston as Executors and Trustees under the Will of Nettie S. Stone hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Five Hundred and

No/100 - - - - - DOLLARS (\$ 3,500.00 ), to be paid as follows:

The sum of \$291.67 to be paid on the principal on the 11th day of December 1953, and the sum of \$291.67 on the 11th day of March, June, September and December of each year thereafter, up to and including the 11th day of June 1956, and the balance of the principal then remaining to be paid on the 11th day of September 1956.

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

December 11, 1953 & 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 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 Theodore C. Stone and The South Carolina National Bank of Charleston as Executors and Trustees under the Will of Nettie S. Stone, their successors and assigns, forever:

All that lot of land with the buildings and improvements thereon situate on the Northeast side of Main Street, in the Town of Fountain Inn, in Fairview Township, Greenville County, South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Main Street, said point being where the Northeast side of Main Street intersects with the Southeast side of Fairview Street, and running thence along the Northeast side of Main Street S. 38 E. thirty-three feet and four inches to an iron pin; thence N. 52 E. 103 feet to an iron pin; thence N. 38 W. thirty-three feet and four inches to an iron pin on the Southeast side of Fairview Street; thence along the Southeast side of Fairview Street S. 52 W. one hundred three feet to the beginning corner.

This property is shown as a part of Lot 14 on the plan of the Town of Fountain Inn, S. C., as surveyed by J. R. Hellams in 1885.

This is the same property conveyed to the mortgagor by deeds of W. M. Chamblee, dated July 29, 1931, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 161, page 262, and E. Inman, Master, dated May 24, 1934, recorded in said R. M. C. Office in Deed Book 159, at page 369.