

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

To All Whom These Presents May Concern:

I, Marvin D. Westmoreland, of Greenville, S. C., SEND GREETING:

Whereas, I, the said Marvin D. Westmoreland,
in and by my certain promissory note in writing, of even date with these
Presents, am well and truly indebted to Harry L. Fay and Sarah P. Fay,

in the full and just sum of FIVE THOUSAND and no/100 (\$5,000.00) DOLLARS, to be paid as follows: TWO HUNDRED FIFTY (\$250.00) DOLLARS on May 28th, 1954, and a like sum on ~~the~~ the 28th day of each and every succeeding Calendar month thereafter, until paid in full; with the right, however, to anticipate after Eighteen (18) months, by the payment of all or any part thereof at any time before maturity,

with interest thereon from date
at the rate of 7 per centum per annum, to be computed and paid semi-annually

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.

NOW KNOW ALL MEN, That I, the said Marvin D. Westmoreland,
in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said Harry L. Fay and
Sarah P. Fay, according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to me, the said Marvin D. Westmoreland,
in hand well and truly paid by the said Harry L. Fay and Sarah P. Fay,
at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained,

and released, and by these Presents do grant, bargain, sell and release unto the said Harry L. Fay and Sarah P. Fay, their heirs and assigns,

All that piece, parcel or lot of land, with the improvements thereon, in Greenville Township, Greenville County, State of South Carolina, in City of Greenville, on northern side of Cleveland Street, being shown and designated as Lot Number Forty Seven (No. 47), on plat of the McDaniel Home Sites, recorded in the R.M.C. office for Greenville County, South Carolina, in Plat Book "P" at page 87, and, according to said plat and a more recent survey prepared by J.L. Hunter, Sur., dated Nov. 6, 1948, entitled "Property of R.O. Tuten, Greenville, S.C.", having the following metes and bounds, to-wit:

BEGINNING at an iron pin on northern side of Cleveland Street, which point is One Hundred Fifty Five (155) feet westerly from the intersection of Cleveland Street and Newman Street, at the joint front corner of Lots Nos. 47 and 48, and running thence along the northern side of Cleveland Street, S. 85-50 W. 75 feet to an iron pin, the joint front corner of Lots Nos. 46 and 47; thence along the common line of said last mentioned lots, N. 4-10 W. 185 feet to an iron pin; thence N. 85-50 E. 75 feet to an iron pin, the joint rear corner of Lots Nos. 47 and 48; thence along the common line of said last mentioned Lots, S. 40-10 E. 185 feet to an iron pin on northern side of Cleveland Street, the point of beginning.

This is the same property conveyed to me by Ralph O. Tuten