

THE STATE OF SOUTH CAROLINA
COUNTY OF

To All Whom These Presents May Concern:

EARLE R. BERRY

SEND GREETING:

Whereas, I, the said Earle R. Berry

in and by my certain promissory note in writing, of even date with these

Presents, am well and truly indebted to Mrs. George Witherspoon, Sr.

in the full and just sum of Seven Hundred and No/100 (\$700.00)

-----, to be paid as follows:

The sum of twenty-five dollars (\$25.00) to be paid on the principal on the first of February, 1954, and the sum of twenty-five dollars (\$25.00) on the first day of each month thereafter until the principal is paid in full.

with interest thereon from date at the rate of 3 per centum per annum, to be computed and paid

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 mortgagor

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor

, in hand well and truly paid by the said mortgagee

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 Mrs. George Witherspoon, Sr., her heirs and assigns forever:

ALL that certain piece, parcel or lot of land, situate, lying and being on the Northwest side of Crosby Circle, in Gantt Township in Greenville County, South Carolina being shown as Lot 41 on Plat of Paramount Park, made by Piedmont Engineering Service, July, 1949, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "W" at page 57 and having according to said Plat the following metes and bounds to wit:

BEGINNING at an iron pin on the Northwest side of Crosby Circle at the joint front corners of Lots 41 and 42 and running thence with the line of Lots 41 and 42 N. 43-15 W. 150 feet to an iron pin at the joint rear corners of Lots 41 and 42; thence along the rear lot line of lot 41 N. 46-45 E. 70 feet to an iron pin at the joint rear corner of lots 40 and 41; thence along the joint lot line of lots 40 and 41 S. 43-15 E. 150 feet to an iron pin on Crosby Circle; thence along the Northwest side of Crosby Circle S. 46-45 W. 70 feet to the beginning corner.

In satisfaction of the debt of E. R. Berry to Mrs. George Witherspoon, Sr.

RECORDED AND INDEXED OF RECORD
BY THE CLERK OF THE COUNTY OF GREENVILLE, S. C.
THIS 12th DAY OF FEBRUARY 1954