

The State of South Carolina,

County of GREENVILLE

OCT 12 5 1942

To All Whom These Presents May Concern:

ELIZABETH L. MARCHANT

SEND GREETING:

Whereas, I, the said Elizabeth L. Marchant

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 JAMES M. GILFILLIN

hereinafter called the mortgagee(s), in the full and just sum of Twenty Five Thousand and No/100 - - - - - DOLLARS (\$ 25,000.00 ), to be paid

Due and payable one year from date hereof

, with interest thereon from date

at the rate of Six (6%) percentum per annum, to be computed and paid

semi-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 James M. Gilfillin, his Heirs and Assigns;

All that certain piece, parcel or tract of land with the buildings thereon, containing approximately 22.97 acres in Butler Township, Greenville County, State of South Carolina, being shown as all of Tract No. 8 on plat of Property of Lucy F. Hindman, prepared by W. J. Riddle, Surveyor, in October 1939 (revised June 4, 1942) which plat is recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book Y, pages 50 and 51, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in an unnamed road at the joint corner of Tracts 8 and 10 as shown on said plat and running thence along said road and the joint line of said tracts, N. 82-40 E. 350 feet to an iron pin in said road at the corner of Tract 11; thence continuing along said road and with the joint line of Tracts 8 and 11, N. 71-10 E. 350 feet to an iron pin; thence continuing along said road and along the joint line of Tracts 8 and 11, N. 42-30 E. 200 feet, more or less, to an iron pin at the joints corner of Tracts 8, 9 and 11; thence leaving said road and along the line of Tract 9, N. 42-15 W. 985 feet to an iron pin; thence continuing along the line of Tract 9 and crossing a small branch, S. 62-30 W. 184 feet to an iron pin; thence with the line of Tract 9, N. 38-00 W. 414 feet to an iron pin at the joint corner of Tracts 6, 8 and 9; thence with the line of an unnumbered tract containing 2.23 acres, S. 55-30 W. 502 feet to an iron pin in line of property now or formerly of Nora A. McDaniel; thence with the line of McDaniel property, S. 34-25 E. 1350 feet to point of beginning.

Together with all right, title and interest of the mortgagor in and to such portion of the above tract as lies within the bounds of said unnamed County road.