

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

GREENVILLE CO. 56 667 321

FEB 6 4 10 PM 1956

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said Claude W. Carter
in and by my certain promissory note in writing, of even date with these
Presents, am well and truly indebted to Samuel M. Witcher
in the full and just sum of Ten Thousand (\$10,000.00) Dollars
, to be paid as stipulated in said note

, with interest thereon from date

at the rate of 5% per centum per annum, to be computed and paid monthly

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 Claude W. Carter
, in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said
Samuel M. Witcher according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to me, the said Claude W. Carter
, in hand well and truly paid by the said Samuel M. Witcher

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

* SAMUEL M. WITCHER, HIS HEIRS AND ASSIGNS FOREVER *

All that certain piece, parcel or lot of land situate, lying and being in Chick Springs Township, Greenville County, South Carolina on the south side of the New Highway No. 29, and, according to plat of property of G. E. McMinn made by C. C. Jones, Eng., October, 1954, and recorded in the R. M. C. Office for Greenville County in Plat Book "EE", Page 19, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the north side of the right-of-way of the P. & N. Railroad and line of property now or formerly belonging to the Greenville Nursery, and running thence along the line of that property, N. 4-30 E., 147.5 feet to an iron pin; thence N. 39-37 W., 8 feet to an iron pin on the right of way of the New U/S. Highway No. 29; thence along the right of way of said Highway, N. 49-05 E., 209.5 feet to an iron pin; thence S. 38-36 E., 156 feet to an iron pin on the right of way of the P. & N. Railroad; thence with the right of way of said railroad, S. 58-22 W., 308.6 feet to the point of BEGINNING, and being the same property deeded to Claude W. Carter by Samuel M. Witcher by deed to be recorded.

It is understood and agreed that the mortgagor will not remove the ^{five room house} ~~buildings~~ on said property from their present location, on said lot.