- BOOK 692 PAGE 390

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

To All Whom These Presents May Concern:

We, James W. Cook and James P. Kellett, III

SEND GREETING:

Whereas, We

, the said James W. Cook and James P. Kellett, III

in and by our

certain promissory

note in writing, of even date with these

Presents, are

well and truly indebted to Citizens Bank

in the full and just sum of Six thousand five hundred and no/100---

, to be paid Seventy-five dollars per month

, with interest thereon from

, with interest thereon from

annually

at the rate of fer 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 We, the said James W. Cook and James P. Kellett, III

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Citizens Bank

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to ud

, the said Jamesw. Cook and James P.

Kellett, III in har

, in hand well and truly paid by the said Citizens Bank

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 Citizens Bank its Successors or Assigns forever:

All that piece, parcel or lot of land lying, being and situate in the County and State aforesaid, Fairview Township and in the Town of Fountain Inn, with the following metes and bounds, according to a plat and survey made by C. C. Godsey and James Calmes, Jr., Reg. L. S., on October 17, 1955, to-wit: Beginning at an iron pin in the southeastern edge of Ellison Street, joint corner with Edwards land, and remning thence with said Street S. 53-24 W. 135.3 feet to an iron pin, joint corner with lands of S. J. Kellett, et al on said Street; thence S. 38-00 E. 186.9 feet to an iron pin, back joint corner with Thompson; thence with Thompson line N. 51-21 E. 135.3 feet to an iron pin, back joint corner with Thompson an Edwards line; thence with the Edwards line N. 38-00 W. 182.3 feet to an iron pin, the point of beginning, and bounded by lands of Edwards, Ellison Street, S. J. Kellett et al and lands of W. H. Thompson. The Plat above referred to is recorded in the Office of the R. M. C. for Greenville County. S. C., in Plat book "JJ", Page 35.

The within described lot of land being the same conveyed to the mortgagors by deed of S. J. Kellett, dated October 19, 1955, to be recorded.

Citizen Bark, Familia.

July S.C. Cherrouches - Cardia.

Contre Gard.

W.D. Warner Gard.

1:30 A 3081