

JUN 24 2 24 PM 1957

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OZLIE FARNSWORTH R.M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said James E. Burger in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to H. K. Townes, Attorney in the full and just sum of Forty-five Hundred and no/100 (\$4500.00) Dollars, to be paid 90 days from date

se, with interest thereon from date at the rate of 7 per centum per annum, to be computed and paid quarterly 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 James E. Burger, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said H. K. Townes, Attorney according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said James E. Burger, in hand well and truly paid by the said H. K. Townes, Attorney

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 H. K. Townes, Attorney, his heirs and assigns:

ALL that lot of land in Greenville County, South Carolina on the northern edge of Crestmore Drive, known and designated as Lot #40 on a plat of Grand-View made by Woodward Engineering Company, March, 1957, and recorded in Plat Book KK at page 93 in the Greenville County R. M. C. Office, and having, according to said plat, the following metes and bounds:

BEGINNING at a pin on the northern edge of Crestmore Drive at the corner of Lot #39 and running thence with the northern edge of Crestmore Drive, N. 74-17 E., 60 feet to a pin at the corner of Lot #41; thence with the line of Lot #41; N. 15-43 W., 160 feet to the rear corner of Lot #41; thence with the rear line of Lot #40, S. 74-17 W., 60 feet to a pin in the rear corner of Lot #39; thence with the line of Lot #39, S. 15-43 E., 160 feet to the beginning corner.

This is the same property conveyed to me by George F. Townes, as trustee for James B. Arrowood and James E. Burger by deed of even date, herewith to be recorded.