

BOOK 736 PAGE 359

FILED GREENVILLE CO. S. C.

JAN 28 1 24 PM 1958

OLLIE FENNERTH R.M.C.

THE STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville

To All Whom These Presents May Concern:

I, C. D. Case

SEND GREETING:

Whereas, I, the said C. D. Case

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

Presents, am well and truly indebted to Andrew B. McGeachie, Jr.,

in the full and just sum of Six Thousand - - - - - Dollars

, to be paid one year after date

, with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid annually

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 C. D. Case

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Andrew B. McGeachie

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

consideration of the further sum of Three Dollars, to me, the said C. D. Case

, in hand well and truly paid by the said Andrew B. McGeachie, Jr.,

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 Andrew B. McGeachie, Jr.,

his Heirs and 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, known and designated as Lots Nos. 3 & 4 in the subdivision of a part of the lands of C. D. Case, according to a survey and plat made by E. E. Gary, Surveyor, December 20, 1946, and having the following metes and bounds, to-wit: Beginning at an iron pin on East side of Church Street, now known as Woodside Avenue, at the Southwest corner of Lot No. 2 heretofore conveyed to Cecil P. & Florence B. Buchanan, and running thence along the East side of said Church Street S. 2-41 W. 190 feet to an iron pin, corner of Lot No. 5 heretofore conveyed to Mrs Clara Burnside; thence with the line of said Lot No. 5 S. 87-19 E. 150 feet to an iron pin; thence N. 2-41 E. 190 feet to an iron pin, corner of said Lot No. 2; thence with the line of Lot No. 2 N. 87-19 W. 150 feet to the beginning corner.

There being situate on the within premises two frame dwellings.

This being a portion of the same tract of land conveyed to the mortgagor herein by deed of B. B. Smith dated March 28, 1946, of record in the Office of the R. M. C. for Greenville County, S. C., in Deed Book 290, Page 49.