

BOOK 761 PAGE 158

OCT 4 9 33 AM 1959

THE STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

CLERK }  
DEPT. OF REVENUE }

**To All Whom These Presents May Concern:**

JOHN A. GAINNEY AND DORA KAY GAINNEY

SEND GREETING:

Whereas, we, the said John A. Gainney and Dora Kay Gainney  
in and by our certain promissory note in writing, of even date with these  
Presents, are well and truly indebted to Mrs. Deborah H. Powell  
in the full and just sum of Thirteen Hundred (\$1300.00) Dollars

, to be paid at the rate of Fifty (\$50.00) Dollars on the  
1st day of November, and on the 1st day of December, January, and February  
and beginning on the 1st day of March, 1959, at the rate of Thirty-four  
(\$34.00) Dollars per month for 36 months,

, with interest thereon from date

at the rate of 5 per centum per annum, ~~to be computed and paid~~ included

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 mort-  
gage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, that we, the said John A. Gainney and Dora  
Kay Gainney, in consideration of the said debt and  
sum of money aforesaid, and for the better securing the payment thereof to the said Mrs. Deborah  
H. Powell according to the terms of the said note, and also in  
consideration of the further sum of Three Dollars, to us, the said John A. Gainney and  
Dora Kay Gainney, in hand well and truly paid by the said Mrs. Deborah H. Powell  
at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have grant-  
er, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the  
said Mrs. Deborah H. Powell, her heirs and assigns, forever:

All that certain piece, parcel or lot of land, with the buildings and  
improvements thereon, lying and being on the Westerly side of Chipley  
Lane, near the City of Greenville, S.C., being shown as Lot No. 104 on  
the plat of Chestnut Hills as recorded in the R.M.C. Office for Green-  
ville County, S.C. in Plat Book "GG", pages 34-35, and having, according  
to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Westerly side of Chipley Lane at the  
joint front corner of Lots Nos. 104 and 105, said pin being located  
307 feet North of the Northwesterly corner of the intersection of Chip-  
ley Lane and Westbrook Drive, and running thence along the joint line  
of said Lots, N. 73-49 W. 173.5 feet to an iron pin; thence N. 28-07 E.  
75 feet to an iron pin, joint rear corner of Lots Nos. 103 and 104;  
thence along the joint line of said last mentioned Lots, S. 72-33 E.  
163.7 feet to an iron pin on the Westerly side of Chipley Lane; thence  
along the Westerly side of Chipley Lane S. 20-51 W. 70 feet to the  
point of beginning.

This is a second mortgage, being subject to a first mortgage held by  
C. Douglas Wilson & Company, recorded in Book 610, page 355, in the

*Paid in full, Date: 2-7-67.*

*Signed Mrs. Deborah H. Powell.*

*Witness.*

*Robert J. Malinich*

RECORDED AND CANCELLED OF RECORD

12th DAY OF February 1967

*Ellie J. ...*

R. M. C. FOR GREENVILLE COUNTY, S.C.

1942