

The State of South Carolina,
County of GREENVILLE

DEC 31 11 23 AM 1958
OLLIE MORRAH

To All Whom These Presents May Concern:

JOHN M. DILLARD

SEND GREETING:

Whereas, I, the said John M. Dillard

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to MALCOLM OLIN SPANN

hereinafter called the mortgagee(s), in the full and just sum of TEN THOUSAND SEVEN HUNDRED AND NO/100 ----- DOLLARS (\$ 10,700.00), to be paid

Due and payable in monthly installments of \$88.87 beginning on the first day of February, 1959, and on the first day of each month of each year thereafter up to and including the first day of January, 1974; all payments to apply first to interest with balance to principal.

, with interest thereon from date

at the rate of five and three-fourths (5-3/4%) percentum per annum, to be computed and paid monthly

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 Malcolm Olin Spann, his heirs and assigns:

All that certain piece, parcel or lot of land, together with buildings and improvements situate thereon, located in the City of Greenville, Greenville County, South Carolina, on the easterly side of Melville Avenue, being known and designated as Lot No. 12, on a plat of the subdivision of Mrs. Melville Westervelt, et al, made by Dalton & Neves, Engineers, in March, 1938, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "J", at page 13, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Melville Avenue, joint front corner of Lot Nos. 12 and 13 and running thence along said Melville Avenue, N. 15-46 E. 62.5 feet to an iron pin; thence along the line of Lot No. 11, S. 69-31 E. 195.5 feet to an iron pin; thence S. 34-04 W. 62.5 feet to an iron pin; thence along the line of Lot No. 13, N. 69-45 W. 175.5 feet to the beginning corner.

The above described property is the same conveyed to the mortgagee herein by deed of Sarah D. Spann, dated May 9, 1952, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 455, at page 539.

For Satisfaction see R. E. M. Book 869 Page 346

CATIFIED AND CANCELLED OF RECORD

22 Sept 1961
Ollie Farnsworth

4:25 P. 7758 (7758)