

BOOK 775 Page 200

FILED GREENVILLE CO. S.C.

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FEB 10 4 00 PM 1959

OLLIE FARRINGTON R.M.C.

To All Whom These Presents May Concern:

We, Daniel H. Holybee and Mattie H. Holybee, SEND GREETING:

Whereas, we, the said Daniel H. Holybee and Mattie H. Holybee, in and by our certain promissory note in writing, of even date with these Presents, are well and truly indebted to John A. Park,

in the full and just sum of FIVE HUNDRED (\$500.00) DOLLARS, to be paid as follows: TWENTY FIVE (\$25.00) DOLLARS on March 10, 1959, and a like sum on the 10th day of ~~to be paid~~ each and every succeeding Calendar month thereafter, each of said payments to be applied first to interest and then to the principal balance owing, until paid in full; with the right to anticipate, after one (1) year, by the payment of all or any part thereof at any time before maturity,

, with interest thereon from date ~~quarterly~~ monthly, as above, at the rate of 7 per 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 Daniel H. Holybee and Mattie H. Holybee, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said John A. Park, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said Daniel H. Holybee and Mattie H. Holybee, in hand well and truly paid by the said John A. Park,

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 John A. Park, his heirs and assigns,

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being known and designated as Lot Number Three (No. 3) and the eastern portion of Lot Number Four (No. 4) in Section B of a subdivision known as "Woodville Heights", Map No. 2, and, according to a plat thereof prepared by W. J. Riddle, Sur., Dec. 1940, recorded in Plat Book L at page 15, in R.M.C. office, having the following metes and bounds, to-wit:

BEGINNING at a point in a branch on the southern side of Main Street, joint front corner with Lot No. 2 of Section B, and running thence up the branch, the traverse line of which is S. 22-25 W. 222.5 feet to a point on the line of Lot No. 4 of Section B; thence, continuing up the branch, following the meanders thereof, 175 feet, more or less, to a point on the eastern line of Lot No. 4 of Section B; thence along the eastern line of Lot No. 4 of Section B, N. 40-00 E. 400 feet, more or less, to an iron pin on the southern side of Main Street and the eastern side of a twelve-foot alley; thence along the southern side of Main Street, N. 56-35 W. 119.2 feet to the point of beginning.

The above described property is the same conveyed to us by Palmer Y. Fuller and Maxie S. Fuller, by their deed dated May 10, 1957.

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