

FILED

BOOK 779 PAGE 28

MAR 13 2 12 PM 1959

THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville

OLIVE THINWORTH
R. M. C.

To All Whom These Presents May Concern:

I, J. W. Terry

SEND GREETING:

Whereas, I, the said J. W. Terry
in and by my certain promissory note in writing, of even date with these
Presents, am well and truly indebted to B. C. Givens
in the full and just sum of Fifteen Hundred - - - - - Dollars

, to be paid as follows: \$85.00 on April 10, 1959 and \$85.00
on the 10th day of each month thereafter, including December 10, 1959, and
the balance on or by the 10th day of January 1960

, with interest thereon from date
at the rate of 6 per centum per annum, to be computed and paid semi-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 J. W. Terry

, in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said B. C. Givens

according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to me, the said J. W. Terry

, in hand well and truly paid by the said B. C. Givens

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-
gained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

B. C. Givens his Heirs and Assigns forever:
All that certain piece, parcel or tract of land lying, being and situate
in the County and State aforesaid, and in Fairview Township, containing
3.62 acres, more or less, according to a plat and survey made by J. R.
Terry, Jr., in January, 1950, and bounded by lands of D. L. Craddock, W. W.
Kellett and the Fountain Inn - Fork Shoals Road, now State Highway No.
418, and being the same tract of land conveyed to me by deed of D. L.
Craddock on March 30, 1950, said deed being of record in the R. M. C.
Office for Greenville County, S. C., in Deed Book 406, Page 149 to which
reference is made for a better description as to lines, corners, distances,
etc. This being the same tract of land upon which is located a frame,
cottage dwelling where I now reside.

It is understood and agreed that this mortgage is junior in lien to a
mortgage executed by me to the said B. C. Givens in the principal amount
of \$7,000.00 on August 12, 1950, of record in the said R. M. C. Office
in Real Estate Mortgage Book 471, Page 514; said mortgage still being of
full force and effect.

Paid in full 2/27/60
B. C. Givens
Witness - C. B. Givens Jr.
J. B. White
22
Olive Thimworth
1959