

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said William K. Hightower in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to Henry G. Ballard, R. Heyward Ballard and A. J. Ballard in the full and just sum of Seventeen Hundred Fifty and no/100 Dollars, to be paid \$20.00 on the 10th day of June, 1959 and \$20.00 on the 10th day of each month thereafter until paid in full. Payments to be first applied to interest and balance to principal

, with interest thereon from date at the rate of 6 per centum per annum, to be computed and paid monthly 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 William K. Hightower, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Henry G. Ballard, R. Heyward Ballard and A. J. /according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said William K. Hightower

, in hand well and truly paid by the said Henry G. Ballard, R. Heyward Ballard and A. J. Ballard 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 Henry G. Ballard, R. Heyward Ballard and A. J. Ballard, their heirs and assigns

All that piece, parcel or lot of land with the buildings and improvements thereon lying and being on the Easterly side of Watts Court (formerly Frances Street) in the City of Greenville, South Carolina, being shown as part of lots 31 and 33, on plat of S. K. Lindall Estate, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book 1 page 235, and having according to a survey made by A. C. Crouch, Reg. Eng. on July 11, 1950, entitled property of John E. Hutchens, plat thereof recorded in Plat Book 2 page 5, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Watts Court at a point 73.1 feet in a Southwesterly direction from the Southeast corner of the intersection of Watts Court and Watts Avenue, said pin being in the front line of Lot 33, and thence along a line through Lots 33 and 31, S. 37-44 N. 117.4 feet to an iron pin on Lot 31; thence along a line through Lot 31 S. 10-08 W. 34.7 feet to an iron pin; thence along a line through Lot 31 toward Watts Court N. 84-46 W. 15 Feet to an iron pin; thence continuing along the line through Lot 31, N. 82-04 W. 103.2 feet to an iron pin on the front line of Lot 31 on the Easterly side of Watts Court;

RELEASED BY SALE UNDER EXECUTORIAL ORDER OF WILL... DAY OF... GREENVILLE, S. C. 1959