

BOOK 793 PAGE 566

FILED GREENVILLE CO. S.C.

The State of South Carolina,

COUNTY OF GREENVILLE

JUN 26 9 11 AM 1959

CLOCK TOWER NORTH S. C.

W. ROBERT WADE and W. R. TABER, JR.

SEND GREETING:

Whereas, we, the said W. Robert Wade and W. R. Taber, Jr.

hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to THERON E. BARTON

hereinafter called the mortgagee(s), in the full and just sum of

Five Thousand and no/100 ----- DOLLARS (\$ 5,000.00), to be paid at Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5 %) per centum per annum, said principal and interest being payable in monthly

installments as follows:

Beginning on the 1st day of August, 1959, and on the 1st day of each month of each year thereafter the sum of \$50.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 1964, and the balance of said principal and interest to be due and payable on the 1st day of July, 1964; the aforesaid monthly payments of \$50.00 each are to be applied first to interest at the rate of five (5 %) per centum per annum on the principal sum of \$5,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 its 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 ten (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 we, 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 us, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Theron E. Barton, his heirs and assigns, forever:

ALL that parcel or tract of land in Glassy Mountain Township, Greenville County, South Carolina, lying on waters of Barton's Creek, branch water of Tiger River, and has according to a survey made by Weldon Willis, registered land surveyor for North Carolina, the following metes and bounds, to-wit:

BEGINNING at a rock near house on Old Road and running thence N. 75 W., 27.5 chains to rock; thence S. 20 E., 33.75 chains to rock; thence N. 41½ E., 7.00 chains to dogwood; thence N. 78 E., 30.5 chains to corner on top of ridge; thence along top of ridge in a general South-eastern direction, 26.5 chains to corner; thence N. 35 E., 11.00 chains to corner in Road; thence N. 20 E., 8.00 chains to branch; thence N. 20 E., 4.75 chains along another branch to bend therein; thence along ditch in a general Northern direction, 6.5 chains to branch; thence along said branch in a Northwestern direction, 10.5 chains to corner; thence N. 85 W., 5.5 chains to corner on top of ridge; thence along top of ridge as a line in a general Northwestern direction, 39.5 chains to corner in Road; thence along road in a Western direction, 8.5 chains to corner on Pruitt's land; thence along Pruitt's land, S. 50 W., 11.25 chains to sour wood and large rock on Old Road; thence almost South, 37.5 chains along Old Road to the beginning corner, containing 250 acres, more or less.

SATISFIED AND CANCELLED OF RECORD

DAY OF 19

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

AT O'CLOCK P.M. NO.