

MORTGAGE: Form Prepared by Haynsworth & Haynsworth, Attorneys at Law, Greenville, S. C.

BOOK 798 PAGE 330

State of South Carolina,

COUNTY OF Greenville

WILLIAM R. HENDERSON AND JANET E. HENDERSON

SEND GREETING:

WHEREAS, WE the said William R. Henderson and Janet E. Henderson

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to William W. Burk and Grace K. Burk

in the full and just sum of Three Thousand Five Hundred Fifty and no/100ths

(\$ 3,550.00) DOLLARS, to be paid at in Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum,

said principal and interest being payable in monthly installments as follows:

Beginning on the 15th day of September, 1959, and on the 15th day of each succeeding month

of each year thereafter the sum of \$ 39.42, to be applied on the

interest and principal of said note, said payments to continue up to and including the 15th day of July

1969, and the balance of said principal and interest to be due and payable on the 15th day of August

1969; the aforesaid monthly payments of \$ 39.42 each are to be applied first to

interest at the rate of six (6%) per centum per annum on the principal sum of \$ 3,550.00 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 therein 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 (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 William R. Henderson and Janet E. Henderson

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said William W. Burk and Grace K. Burk according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US

the said William R. Henderson and Janet E. Henderson in hand and truly paid by the said William W. Burk and Grace K. Burk

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 WILLIAM W. BURK AND GRACE K. BURK

All that piece, parcel or lot of land, with all improvements thereon, situate, lying, and being in the State of South Carolina, County of Greenville, near the City of Greenville, on the Northwestern side of Pine Creek Drive, and being known and designated as Lot No. 249, Section 3, of the subdivision known as Belle Meade, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book GG at page 187, and having according to said plat and according to a more recent plat prepared by Piedmont Engineering Service, dated December 22, 1956, entitled "Property of William W. Burk and Grace K. Burk" the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Pine Creek Drive, joint front corner of Lots Nos. 248 and 249, and running thence with the joint line of said lots N. 49-49 W. 148.4 feet to an iron pin; thence N. 32-08 E. 121.4 feet to an iron pin in the rear line of an unnumbered lot; thence with the rear line of said unnumbered lot, S. 35-05 E. 58.8 feet to an iron pin at the joint rear corner of two unnumbered lots; thence with the rear line of second unnumbered lot S. 42-14 E. 120 feet to an iron pin on the Northwestern side of Pine Creek Drive; thence with the Northwestern side of Pine Creek Drive, S. 46-41 W. 92.3 feet to the beginning corner.

(Continued on reverse side)

*Paid in full and satisfied this
30th day of July, 1960.*

*William W. Burk
Grace K. Burk*

*30 July 60
Ellie Zalusworth
1122 A 3218*

*Wit: Edward M. Sadowski
Catherine A. Sadowski*