

BOOK 799 PAGE 280

FILED GREENVILLE CO. S. C.

The State of South Carolina,

COUNTY OF GREENVILLE

AUG 11 3 45 PM 1959

GEORGE M. BURNS

SEND GREETING:

Whereas, I, the said

George M. Burns

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to

EVA GOOD, her heirs and assigns, forever:

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand and No/100 -----

----- DOLLARS (\$ 3,000.00), to be paid at Greenville, S. C., together with interest thereon from August 11, 1959 at the rate of Five (5%) (5 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of September, 19 59, and on the 1st day of each month of each year thereafter the sum of \$ 30.00, to be applied on the interest and principal of said note, said payments to continue up to and including the date when the principal and interest are paid in full; thereafter until principal and interest are paid in full; the aforesaid monthly payments of \$ 30.00 each are to be applied first to interest at the rate of Five (5 %) per centum per annum on the principal sum of \$ 3,000.00 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 I, 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 me, 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

EVA GOOD, her heirs and assigns, forever:

ALL that parcel or tract of land situate on the East side of the Old Piedmont Road and on the West side of the Columbia and Greenville Railroad right of way, in Grove Township, Greenville County, S. C., containing 11.09 acres, according to survey made by Dalton & Neves, Engineer, October 1958, and having according to said survey the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of the Old Piedmont Road, said point being where the East edge of the Old Piedmont Road intersects with the West edge of the right of way of the Columbia-Greenville Railroad, and running thence along the West edge of said railroad right of way, S. 24-41 E., 633.7 feet to an iron pin; thence continuing with the railroad right of way, S. 20-23 E., 351.8 feet to an iron pin; thence still along the right of way of railroad, S. 13-25 E., 287.4 feet to an iron pin; thence still along said right of way S. 7-51 E., 220.9 feet to an iron pin; thence still along said right of way, S. 3-01 E., 268.4 feet to an iron pin; thence continuing along said right of way, S. 0-55 W. 281.7 feet to an iron pin in line of property now or formerly of J. J. McSwain Estate; thence along said McSwain line N. 85-30 W. 192.4 feet to an iron pin on the East edge of the Old Piedmont Road; thence along the Old

Handwritten notes and signatures at the bottom of the page, including "MORTGAGEE" and "MORTGAGOR" with names and dates.