

SEP 28 11 41 AM 1959

BOOK 804 PAGE 144

The State of South Carolina,

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, William J. Mitchell, the said of Greenville County,

in and by my certain promissory note in writing, of even date with these Presents, well and truly indebted to Katherine Mitchell

in the full and just sum of \$4,500.00, to be paid any time within 10 years

, with interest thereon from September 25, 1959

at the rate of 4 per centum per annum, to be computed and paid 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 William J. Mitchell

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

Katherine Mitchell according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said

, in hand well and truly paid by the said

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 Katherine Mitchell.

ALL that certain piece, parcel or lot of land on the Western side of Eastland Drive in the City of Greenville being known and designated as Lot No. 5 and the adjoining 5 feet of Lot No. 4, Block A on plat of Carolina Court as recorded in the R. M. C. office for Greenville County in Plat Book F at page 96 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Eastland Drive said pin being 260 feet north of Laurens Road and running thence N. 55-45 W. 187.3 feet more or less to a stake in line of property now or formerly of Holcombe; thence N. 38-35 E. 70.15 feet to a stake at the corner of Lot No. 6 on said plat; thence S. 55-45 E. 185 feet to a point on Eastland Drive; thence along said drive S. 36-13 W. 70 feet to a stake, the point of beginning.

BEING The same property conveyed to the Grantor herein by deed of Charles E. Oakes dated February 3, 1955 and recorded in the R. M. C. office for Greenville County in Book 517 at page 540.