## STATE OF SOUTH CAROLINA,

OCT 28 9 (57 AM 1959

County of Greenville

## To all Whom These Presents May Concern:

We, Billy Ray James and Jessie Mae James, of Greenville County well and truly indebted to J. P. Medlock in the full and just sum of One Thousand and No/100 in and by our certain promissory note in writing of even date herewith, due and payable as follows: \$25.00 on the 15th day of November, 1959 and \$25.00 on the 15th day of each and every succeeding calendar month thereafter until paid in full, with payments applied first to interest and then to the remaining principal balance due from month to month.

with interest from. date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid and if unpaid when due to monthly bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said Billy Ray James and Jessie Mae James

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery 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 J. P. Medlock, his heirs and assigns:

All that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 26 on Plat of View Point Place, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book CC, Page 152, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Bayne Drive in the corner of Lot No. 27, and running thence with the western side of said Drive, N. 34-35 E. 27.1 feet to an iron pin; thence continuing with the curve of said Drive, the chord of which is N. 4-18 W. 62.8 feet to an iron pin; thence continuing with the southwestern side of said Drive, N. 43-10 W. 112.5 feet to an iron pin at the corner of Lot No. 25; thence with the line of said lot, S. 46-50 W. 102 feet to an iron pin at the corner of Lot No. 27; thence with the line of said lot, S. 55-25 E. 170.7 feet to the beginning corner; being the same conveyed to us by J. P. Medlock by his deed dated October 26, 1959, not yet recorded.

ALSO: One 1959 Oldsmobile

Stove, refrigerator, five-piece diningroom suit, three-piece livingroom suit and two (2) three-piece bedroom suits.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

J. P. Medlock, his

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, and Assigns, from and against us , our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.