

811 PAGE 296

DEC 15 3 59 PM 1959

THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville

To All Whom These Presents May Concern:

I, James W. Sims

SEND GREETING:

Whereas I, the said James W. Sims

in and by my certain promissory note in writing, of even date with these

Presents, am well and truly indebted to B. C. Givens

in the full and just sum of Two Thousand - - - - - Dollars

, to be paid as follows: \$45.00 on January 30, 1960 and \$45.00 on the last day of each month thereafter until paid in full

, with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid semi-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 James W. Sims

, in consideration of the said debt and

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

B. C. Givens

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

consideration of the further sum of Three Dollars, to me, the said James W. Sims

, in hand well and truly paid by the said B. C. Givens

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 B. C. Givens his Heirs and Assigns forever:

All that piece, parcel or lot of land lying, being and situate in the County and State aforesaid, Dunklin Township, on the Southwest side of the Dunklin Bridge Road fronting thereon 175 feet, running back 175 feet and being 175 feet wide in the rear, bounded by said Dunklin Bridge Road, other lands of James M. Sims and a 14 foot driveway separating the same from lot of Mrs. Ethel Sims and being the Northwestern boundary. This being the same lot of land this day conveyed to the mortgagor by deed of James M. Sims to be recorded herewith.