THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

BOOK 843 PAUE 599

DEC 3 10 30 AN 1950

CLLIL " " " " "

## To All Whom These Presents May Concern:

WE, HERBERT J. LOONEY, JR. AND SARA L. LOONEY, SEND GREETING: Whereas, WE and the said HERBERT J. LOONEY, JR. AND SARA L. LOONEY

in and by OUR certain PROMISSORY note in writing, of even date with these

Presents, ARE well and truly indebted to J. RICHARD LOMINICK

in the full and just sum of TWELVE THOUSAND AND NO/100 (\$12,000.00)

DOLLARS , to be paid AS FOLLOWS: SIXTY-FIVE AND NO/100(\$65.00)
DOLLARS ON THE 5TH DAY OF JANUARY, 1961, AND SIXTY-FIVE AND
NO/100 (\$65.00) DOLLARS ON THE 5TH DAY OF EACH AND EVERY MONTH
THEREAFTER UNTIL THE ENTIRE AMOUNT HAS BEEN PAID, PAYMENT IS TO
BE APPLIED FIRST TO THE INTEREST AND THE BALANCE TO THE PRINCIPAL
, with interest thereon from DATE

at the rate of 5 per centum per annum, to be computed and paid MONTHLY

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 logal proceedings, then and in either of said cases the mortgagor promises to pay all costs and exponses 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 HERBERT J. LOONEY, JR. AND

SARA L. LOONEY

, in consideration of the said debt and

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

LOMINICK

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

consideration of the further sum of Three Dollars, to US , the said HERBERT J. LOONEY, JR AND SARA L. LOONEY, in hand well and truly paid by the said J. RICHARD LOMINICK

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 J. RICHARD LOMINICK, HIS HEIRS AND ASSIGNS, FOREVER,

ALL THAT LOT OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATE NEAR THE TOWN OF FOUNTAIN INN, FAIRVIEW TOWNSHIP, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING KNOWN AS LOT NO. 29 IN SUNSET HEIGHTS IN ACCORDANCE WITH PLAT MADE OF SUNSET HEIGHTS BY W. W. WILLIS, DATED OCTOBER 31, 1958, RECORDED IN THE R.N.C. OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK OO, PAGES 314 AND 317, AND BEING MORE FULLY DESCRIBED IN ACCORDANCE WITH SAID PLAT, TO-WIT:

BEGINNING AT AN IRON PIN, JOINT FRONT CORNER OF LOT NO. 29 AND REAR CORNER OF LOT NO. 15 OF NEW CUT STREET; BEING 200 FEET FROM INTERSECTION OF NEW CUT STREET AND GEORGIA ROAD AND RUNNING THENCE S. 63-27 W. 200 FEET TO IRON PIN; THENCE N. 66 E. 200 FEET TO IRON PIN; THENCE N. 66 E. 200 FEET TO IRON PIN; THENCE N. 24 W. 100 FEET TO IRON PIN, BEING THE POINT OF BEGINNING.

THE MORTGAGORS ARE GIVEN THE RIGHT TO ANTICIPATE THE PAYMENT OF THE DEBT SECURED BY THIS MORTGAGE IN ANY AMOUNT AT ANY TIME.