

845 Plate 246

The State of South Carolina,

DEC 20 2 33 PM 1950

COUNTY OF GREENVILLE

CLERK

To All Whom These Presents May Concern:

JOHN K. TEMPLE, JR.

SEND GREETING

Whereas, I, the said John K. Temple, Jr.

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 CLYDE L. MILLER, individually, and CLYDE L. MILLER, as Trustee under Agreement and Declaration of Trust, dated June 30, 1955, by and between Jack K. Wherry and Elizabeth F. Wherry, as Donors, and Clyde L. hereinafter called the mortgagee(s), in the full and just sum of Miller, as Trustee,

Sixteen Hundred and no/100 ----- DOLLARS (\$ 1600.00 ), to be paid

90 days after date,

with interest thereon from date

at the rate of six (6%) quarterly percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at the same rate as principal.

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 CLYDE L. MILLER, individually, and CLYDE L. MILLER, as Trustee under Agreement and Declaration of Trust, dated June 30, 1955, by and between Jack K. Wherry and Elizabeth F. Wherry, as Donors, and Clyde L. Miller, as Trustee, his heirs, successors and assigns, forever:

ALL that lot of land situate near the City of Greenville, in Greenville County, State of South Carolina, shown as Lot No. 168 on the West side of West Belvedere Road, on Plat of South Forest Estates, made by Pickell and Pickell, Engineers, August 29, 1955, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 66, Page 181, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of West Belvedere Road at joint front corner of Lots 167 and 168, and runs thence along the line of Lot 167, S. 85-05 W., 118.1 feet to an iron pin; thence S. 0-52 W., 85.4 feet to an iron pin; thence with the line of Lot 169, N. 85-05 E., 126.7 feet to an iron pin on the West side of West Belvedere Road; thence with West Belvedere Road, N. 4-55 W., 85 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of Clyde L. Miller, individually, and Clyde L. Miller, as Trustee, et al, of even date herewith and is given to secure the purchase price.

*11/21/50*  
*Original to the above, Individually*  
*Clyde L. Miller, Trustee*

*Witness*  
*Donally S. [unclear]*

RECORDED  
INDEXED  
NOV 21 1950  
R.M.C. FOR GREENVILLE COUNTY, S.C.  
CANCELED OF RECORD