

BOOK 857 PAGE 424

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MAY 13 9 04 AM 1961

To All Whom These Presents May Concern:

WE, JOE O. CHARPING AND H. J. MARTIN,

SEND GREETING:

Whereas, We, the said JOE O. CHARPING AND H. J. MARTIN

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

Presents, are well and truly indebted to WILLIAM R. TIMMONS, JR.,

in the full and just sum of TWO THOUSAND FOUR HUNDRED SIXTY AND NO/100-----

DOLLARS (\$2,460.00), to be paid six months from date

, with interest thereon from May 1, 1961,

at the rate of six 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 We, the said Joe O. Charping and H. J. Martin

, in consideration of the said debt and

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

William R. Timmons, Jr.,

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

consideration of the further sum of Three Dollars, to us, the said Joe O. Charping and

H. J. Martin, in hand well and truly paid by the said William R. Timmons, Jr.,

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

WILLIAM R. TIMMONS, JR., His Heirs and Assigns:

ALL that certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near the City of Greenville, and being known and designated as Lot Number 37 of a subdivision known as McSwain Gardens, a plat of which is of record in the R. M. C. Office for Greenville County in Plat Book GG at Page 75, and having the following metes and bounds, to wit:

BEGINNING at a point on the Northwestern side of Mimosa Drive at the joint corner of Lots 36 and 37 and running thence with the Northwestern side of Mimosa Drive N 55-04 E 12 feet to a point; thence continuing with the Northwestern side of Mimosa Drive N 64-19 E 74 feet to a point; thence following the curvature of the Northwestern intersection of Mimosa Drive with McSwain Drive (the chord of which is N 20-55 E 36.4 feet) to a point; thence with the Southwestern side of McSwain Drive N 22-23 W 136.5 feet to a point at the joint corner of Lots 37 and 38; thence S 64-19 W 119 feet to a point at the joint rear corner of Lots 36 and 37; thence S 26-20 E 163.3 feet to the point of beginning.

*Paid in full & Satisfied, this
the 13th day of Sept. 1961.*

William R. Timmons, Jr

Witness:

Duane L. McBride

SATISFIED AND CANCELLED OF RECORD
19 DAY OF Sept 1961
Allie Jansworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:40 O'CLOCK A. M. NO. 7381