

State of South Carolina,

OCT 31 4 01 PM 1963

COUNTY OF GREENVILLE

OLLIV FARNSWORTH R.M.C.

BILLY L. BURTON

SENDS GREETING:

WHEREAS, I, the said Billy L. Burton

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Carl H. Bagwell and Lila M. Bagwell

in the full and just sum of Eleven Thousand One Hundred Seventy and No/100ths \$ 11,170.00 DOLLARS, to be paid at

interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of November 1963, and on the day of each succeeding month

of each year thereafter the sum of \$ 76.34 to be applied on the 1st day of September 1965, and the balance of said principal and interest to be due and payable on the 1st day of October 1965,

the aforesaid monthly payments of \$ 76.34 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$ 11,170.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America, and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

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 (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 Billy L. Burton

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Carl H. Bagwell and Lila M. Bagwell according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Billy L. Burton Carl H. Bagwell and Lila M. Bagwell

in hand and truly paid by the said CARL H. BAGWELL AND LILA M. BAGWELL: and by these Presents do grant, bargain, sell and release unto the said

All that piece, parcel or lot of land, containing 1 acre, more or less, situate, lying and being on the Northeastern side of Roper Mountain Road in Rocky Creek Church Community, Greenville County, State of South Carolina, and having according to a plat prepared by H.S. Brockman, Registered Surveyor, dated May 10, 1961, entitled "Property of Billy L. Burton", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book VV at page 125, the following metes and bounds:

BEGINNING at a nail and cap in the center of Roper Mountain Road, said nail and cap being located S. 49-45 E. 258 feet, more or less, from the Southwestern corner of the property now or formerly of C.H. Bagwell, and running thence with said road S. 49-45 E. 175 feet to a nail and cap in said road; thence with the line of property now or formerly of C.H. Bagwell N. 40-15 E. 15 feet to an iron pin on the bank of said road; thence continuing with the line of the said Bagwell property N. 40-15 E. 234 feet to an iron pin (a total distance of 249 feet); thence continuing with the line of the said Bagwell property N. 49-45 W. 175 feet to an iron pin; thence still continuing with the line of the said Bagwell property S. 40-15 W. 227 feet to an iron pin on the bank of the said Roper Mountain Road; thence still continuing with the line of the said Bagwell property S. 40-15 W. 22 feet to the point of beginning (a total distance of 249 feet).

(continued-reverse side)

Paid and satisfied in full this 25th day of June 1966. SATISFIED AND CANCELLED OF RECORD 29 DAY OF June 1966 Olliv Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 10:32 O'CLOCK A. M. NO. 398 Carl H. Bagwell Lila M. Bagwell Witnesses J. Mack Woods Rachel L. Woods