

FILED

FEB 5 11 42 AM 1968 BOOK 1083 PAGE 252

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CLERK OF COURTS
R.M.C.

To All Whom These Presents May Concern:

O. B. GODFREY and HELEN T. GODFREY SEND GREETING:

Whereas, We , the said O. B. Godfrey and Helen T. Godfrey
in and by our certain promissory note in writing, of even date with these
Presents, are well and truly indebted to James W. Hicks
in the full and just sum of --FIFTEEN THOUSAND AND NO/100 (\$15,000.00) Dollars

-----, to be paid on or before January 1, 1969, the sum of
\$3,000.00; and annual payments thereafter in the sum of \$3,000.00
until paid in full,

, with interest thereon from date
at the rate of 7% per centum per annum, to be computed and paid semi-annually
(first payment due July 1, 1968)
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 O. B. Godfrey and Helen T.
Godfrey , in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said James W.
Hicks according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to us , the said O. B. Godfrey and
Helen T. Godfrey, in hand well and truly paid by the said James W. Hicks

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
James W. Hicks, his heirs and assigns forever;

All that certain piece, parcel or lot of land, with all improvements
thereon, or hereafter constructed thereon, situate, lying and being in
the State of South Carolina, County of Greenville, west of the Shriners
Hospital and on the northeast side of By-Pass 291, said tract being
bounded on the north by the southern edge of the Piedmont and Northern
Railway right-of-way (which distance is approximately 380 feet); being
bounded on the west by the northeast edge of the right-of-way of By-
Pass 291; and being bounded on the south and east by the edge of the
right-of-way of the connecting road leading from the said By-Pass 291
to the Piney Mountain Road; subject however to any interest which the
Southern Railway Co. might have in a portion of said property by reason
of old right-of-way believed to have been abandoned when track was
moved.

This is the same property conveyed to the mortgagor, O. B. Godfrey by
deed of Ralph H. Walker, date of February 7, 1958, recorded in the RMC
Office for Greenville County in Deed Book 592 at page 349.

The balance of the \$15,000.00 was paid by Mr. Hicks 11/29/68