

OLLIE FARNSWORTH
R. M. C.

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

To All Whom These Presents May Concern: That we, Floyd D. Cudd

and Barbara B. Cudd

SEND GREETING:

Whereas, we, the said Floyd D. Cudd & Barbara B. Cudd

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

Presents, are well and truly indebted to Harry O. Yearick, Jr.

in the full and just sum of Ninety-four hundred sixteen Dollars (\$9416.00)

, to be paid in monthly installments of Two hundred sixty one dollars and fifty seven cents, to First Piedmont Bank & Trust Co. This mortgage is to be held by H.O. Yearick, Jr. as collateral for him signing note with Floyd Cudd at above mentioned Bank.

, with interest thereon from No interest

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

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 mortgagors

, in consideration of the said debt and

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

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

consideration of the further sum of Three Dollars, to us, the said mortgagors

, in hand well and truly paid by the said mortgagee

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

Harry O. Yearick, Jr., his heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the State of S.C., County of Greenville, and in Gantt Township, being known and designated as the southeastern portion of Lot # 10 of the property of E.A. Symthe, et al, according to a plat thereof prepared by Dalton & Neves, Engineers, November, 1935, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Dempsey Street, joint rear corner of Lots Nos. 9 and 10, and running thence with the joint line of said lots, N. 71-04 W. 201 feet to an iron pin in the center of a branch; thence with the meanderings of said branch, the traverse line of which is S. 36-54 W. 132.6 feet to an iron pin at the rear corner of property now or formerly belonging to Staton; thence with Staton's line S. 71-04 E. 213 feet to a point on the northwestern side of Dempsey Street; thence with said Street N. 31-50 E. 130.2 feet to the beginning corner.

Being the same premises conveyed to the grantors by Homer D. Bryant and Dorothy R. Bryant recorded in Deed Book 818 at Page 229.