

JAN 28 10 11 AM 1948

State of South Carolina,

COUNTY OF Greenville

OLLIE FARNSWORTH
R. M. C.

To all Whom These Presents May Concern:

I, J. O. Heatherly

SEND GREETING:

Whereas, I the said J. O. Heatherly

in and by my certain Promissory note in writing, of even date with these presents,
am well and truly indebted to C. S. Fox

in the full and just sum of Five Thousand No/100 (\$5,000.00) Dollars
, to be paid four months after date,

, with interest thereon from date
at the rate of five (5%) per cent. per annum, to be computed and paid 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, then 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagor 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 and release unto the said Mortgagee, and his Heirs and Assigns forever, all and singular that

certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township,
Greenville County, State aforesaid, on the eastern side of Henrietta Avenue,
in the City of Greenville, being shown as Lot No. 1 on plat of property of Greenville Home Builders, made by Pickell and Pickell on November 11, 1947, and described as follows:

Beginning at a stake on the eastern side of Henrietta Avenue, 229.8 feet, north from Amherst Avenue, corner of Lot No. 2, and running thence with line of said lot S. 49-32 E. 159.9 ft. to stake on Amherst Avenue; thence with the northern side of Amherst Avenue, N. 62-20 E. 15 ft. to stake; thence N. 26-38 W. 215 ft. to stake on Henrietta Avenue; thence with the eastern side of Henrietta Avenue S. 22-05 W. 103 ft. to the beginning corner; being a portion of the property conveyed to J. O. Heatherly by Lois C. Walker by deed dated October 29, 1947, recorded in Volume 325 at Page 230.

*Paid in full and satisfied
this 4 day of May 1948
C. S. Fox
Witness
Jas. A. Love
Blanche Seary*

RECORDED AND INDEXED OF RECORD
4 DAY OF May 1948
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
12316 RECORDS C. H. NO. 9739

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.
TO HAVE AND TO HOLD all and singular the said Premises unto the said Mortgagee and his Heirs and Assigns forever, And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto said Mortgagee and his Heirs and Assigns, from and against myself and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim same or any part thereof.