

FILED GREENVILLE CO. S. C.

# State of South Carolina,

JAN 27 1 00 PM 1955

COUNTY OF GREENVILLE

OLLIE FARNSWORTH R. M. C.

WE, Y. ALBERT and MRS. LUCY ALBERT

SEND GREETING:

WHEREAS, We the said Y. Albert and Mrs. Lucy Albert

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to Nuckasee Manufacturing Company in the full and just sum of Thirty-five Thousand and No/100ths (\$ 35,000.00) DOLLARS, to be paid at its office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of March, 1955, and on the 1st day of each month of each year thereafter the sum of \$ 660.51, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of January 1960, and the balance of said principal and interest to be due and payable on the 1st day of February 1960; the aforesaid monthly payments of \$ 660.51 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$ 35,000.00 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 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 we the said Y. Albert and Mrs. Lucy Albert

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Nuckasee Manufacturing Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said Y. Albert and Mrs. Lucy Albert in hand and truly paid by the said Nuckasee Manufacturing Company

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Nuckasee Manufacturing Company, its successors and assigns:

All that certain piece, parcel or lot of land with buildings and improvements thereon situate, lying and being in Gantt Township, in Greenville County, South Carolina on the western side of Augusta Road, being as shown on a plat recorded in the R. M. C. Office for Greenville County in Plat Book "W" at page 193, and having according to said plat the following metes and bounds, courses and distances:

BEGINNING at an iron pin on the western side of Augusta Road at or near the center of the mouth of Patton Road and running thence with said Patton Road S. 79-12 W. 126.7 feet to a point in said road; thence N. 1-20 W. 115 feet more or less to an iron pin at the southwestern corner of the Sinclair Refining Company lot; thence with the line of said lot N. 88-09 E. 125.02 feet to an iron pin on the western side of Augusta Road; thence with Augusta Road S. 1-20 E. 93.9 feet more or less to the beginning corner in the mouth of Patton Road.

The above described property is subject to an easement in favor of Sinclair Refining Company across a triangular strip on the northeast corner of the lot above described, with a frontage of 31 feet on Augusta Road and a base line of 42.7 feet and a northern line of 92.8 feet as shown on said plat.

The above described property is the identical property conveyed to the mortgagors by deed of Cleo G. Saad dated June 12, 1953 and recorded in the aforementioned R. M. C. Office in Deed Vol. 480 at page 56.

This document is in Book 147 Page 34

*Handwritten notes:*  
 Paid in full...  
 1/27/55  
 Ollie Farnsworth  
 R. M. C.