

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 673 PAGE 243
MAR 30 11 49 AM 1956
OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

I, James A. Garrett

SEND GREETING:

Whereas, I, the said James A. Garrett
in and by a certain promissory note in writing, of even date with these
Presents, am well and truly indebted to Ben S. Irvin
in the full and just sum of one hundred and seventy-five dollars (\$175.00)
, to be paid on April 20, 1956

, with interest thereon from maturity
at the rate of six per centum 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, 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 I, the said James A. Garrett

, in consideration of the said debt and

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

Ben S. Irvin

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

consideration of the further sum of Three Dollars, to me, the said James A. Garrett

, in hand well and truly paid by the said Ben S. Irvin

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 Ben S. Irvin, his heirs and assigns forever:

All of that tract or lot of land in Butler Township, Greenville County, State of S. C., on the southeast side of Hallton Road, and being the southwestern portion of Lot No. 11 of a subdivision known as Happy Valley Farms, a plat of which is of record in the R. M. C. Office for Greenville County in Plat Book "0", at page 103, and having the following metes and bounds:

BEGINNING at an iron pin on the southeast side of Hallton Road, which pin is 165.1 feet from the intersection of said road and County Road, and running thence with said Hallton Road N. 33-22 E. 75 feet to a corner; thence S. 56-30 E. 225.75 feet to a corner; thence S. 33-30 W. 75 feet to an iron pin; thence N. 56-30 W. 225.6 feet to the beginning corner, and being designated as Lot No. 100 on a plat of E. H. Burns property made by Dalton and Neves, August, 1951, in a revision of Lot 11 and part of Lot 12 of Happy Valley Farms.

This is a third mortgage and junior in lien to those given this date by the mortgagor to Fidelity Federal Savings and Loan Association and E. H. Burns.

Paid in full and satisfied this 3rd day of May, 1956.

Ben S. Irvin (L.S.)

Witness: James D. McKinney, Jr.

*15 May 56
Ollie Farnsworth
1958 P. 12472*