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## THE STATE OF SOUTH CAROLINA

COUNTY OF

GREENVILLE

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## To All Whom These Presents May Concern:

SEND GREETING:

Whereas I

, the said Charley Darby

in and by my

certain

note in writing, of even date with these

Presents,

well and truly indebted to American Homes, Inc.

in the full and just sum of Three Thousand, Five Hundred Seventy-two and 40/100 Dollars

, to be paid Sixty (60) payments @ \$59.54 a payment, the first payment due on April 15, 1959, and the remaining payments due on the 15th day of each month thereafter;

, with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid from maturity

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 Charley Darby

, in consideration of the said debt and

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

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

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consideration of the further sum of Three Dollars, to it, the said American Homes, Inc.

, in hand well and truly paid by the said

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 American Homes, Inc., its successors and assigns forever,

"All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Dunklin Township and according to a plat of John C. Smith, Surveyor, dated July 31, 1958, said lot is more particularly described as follows, to-wit:

BEGINNING at a nail in the center of surface treated road, running thence along said road N. 78-25 E. 82 feet; thence S. 1-35 E. 165 feet to an iron pin; thence S. 78-25 W. 82 feet to an iron pin; thence N. 1-35 W. 165 feet to the Beginning corner. This property is bounded on the North by said road, on the East by lands of Darby, and on the South and West by other lands of D. A. Henderson."

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