800s 179 Put 472

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

GREENVILLE CO. S. C. 779 PAGE 472

MAR 20 | 1 is PM 1959

OLLIE FARMAWORTH R. M.C.

To All Whom These Presents May Concern:

I. E. L. Hamby

SEND GREETING:

Whereas, I , the said E. L. Hamby

in and by my certain promissory

note in writing, of even date with these

Presents, am well and truly indebted to B. C. Givens

in the full and just sum of Fifteen Hundred - - - - - Dollars

, to be paid as follows: \$50.00 on the 18th day of

April, 1959; \$50.00 on the 18th day of each month thereafter for thirteen consecutive months and the balance in full on or by the 18th day of the fifteenth month after date

, with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid semi-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 E. L. Hamby

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said B. C. Givens

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

consideration of the further sum of Three Dollars, to me , the said E. L. Hamby

, in hand well and truly paid by the said B. C. Givens

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 B. C. Givens his Heirs and Assigns forever:

All that piece, parcel or lot of land lying, being and situate in the County and State aforesaid and in the Town of Mauldin, known and designated on a Plat prepared by W. J. Riddle, Surveyor, revised and dated December 19, 1955, as Lot No. 8, and having the following courses and distances, to-wit: Beginning at an iron pin in road (Pelham Road) and running thence N. 39-28 W. 225 feet to iron pin; thence S. 44-01 W, 210 feet to an iron pin; thence S. 39-28 E. 225 feet to an iron pin; thence N. 44-01 E. 210 feet to the beginning corner, and being the same lot of land this day conveyed to me by deed of Louise Clyde Haynie to be recorded.

Paid in July bot 17, 1909

B. C. Hirens

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