

Vol 446 PAGE 230

State of South Carolina,

County of Greenville.

FILED
GREENVILLE CO. S.C.
JAN 2 10 43 AM 1950
ELLIE FARNSWORTH
R.M.C.

JAMES T. MANLEY

SEND GREETING:

WHEREAS, I the said James T. Manley

and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to C. S. Fox and H. C. Smith in the full and just sum of Three Hundred & no/100 (\$ 300.00) DOLLARS, to be paid at 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 9th day of October, 1948, and on the 9th day of each month thereafter the sum of \$ 15.00 to be applied on the interest and principal of said note, said payments to continue thereafter until paid in full; ~~and the balance of said principal and interest to be due and payable on the day of~~ the aforesaid monthly payments of \$ 15.00 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 300.00 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 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 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 I, the said James T. Manley, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said C. S. Fox and H. C. Smith according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said James T. Manley in hand and truly paid by the said C. S. Fox and H. C. Smith 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 C. S. Fox and H. C. Smith, their heirs and assigns, forever:

All that piece, parcel or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid, being known as Lot No. 4 on Plat of Monteith Heights, made by Pickell and Pickell, Engineers, dated February 16, 1948, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a point 185 feet from the northeastern intersection of Monteith Circle and Old Augusta Road, and running thence N. 1-28 W. 147.6 feet to a stake; thence S. 88-10 E. 10 feet to a stake; thence N. 28-06 E. 30 feet to a stake; thence N. 83-36 E. 11.2 feet to a stake; thence S. 9-24 E. 171 feet to a stake in Monteith Circle; thence S. 84-00 W. 60 feet along the Northern edge of Monteith Circle to the point of beginning.

Paid in full and satisfied this 2 day of Sept. 1954.
John M. Flynn *H. C. Smith* *L. S.*
John M. Flynn *C. S. Fox* *L. S.*

SATISFIED AND CANCELLED OF RECORD
8 DAY OF Sept. 1954
Ellie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1056 DECK A. N. NO. 20212