D. G. Wallo De Co

> 10M 10-50 No. 142-MORTGAGE OF REAL ESTATE—(Patterson Form) W. A. Seybt & Co., Inc., Office Supplies, Greenville, S. C. GHEENYH LE CO. S. C.

BOOK 663 DATE 406

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

JAN 3 1 39 PM 1956

DLLIE FARNSWORTH R. M.C.

## To All Whom These Presents May Concern:

I, C. B. Hewitt

SEND GREETING:

, the said

C. B. Hewitt

in and by

Whereas.

certain

promissory

note in writing, of even date with these

Presents,

well and truly indebted to

B. C. Givens

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

, to be paid as follows: \$100.00 and the accumulated interest December 30, 1956 and the balance with accumulated interest December 30, 1957

> with interest thereon from date

at the rate of b 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

, the said

C. B. Hewitt

, in consideration of the said debt and

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

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

consideration of the further sum of Three Dollars, to me, the said C. B. Hewitt

> B. C. Givens , 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 B. C. Givens his Heirs and Assigns forever:

All that piece, parcel or tract of land containing 49.4 acres, more or less, situate lying and being in the County and State aforesaid and in Dunklin Township, being the same tract of land conveyed to me by deed of D. R. Walls on September 15, 1952, duly recorded in the Office of the R. M. C. for Greenville County, S. C., and being the same tract of land conveyed to the said D. R. Walls by deed of O. M. Ragsdale on the 25th day of November 1946 recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 304, Page 331. Reference being made to said deeds for a better description as to lines, corners, distances, etc. Reference is also made to a Plat made by Pickell & Pickell, Engineers on the 14th day of November, 1946 of the within premises. Said tract being bounded by lands of J. H. Davis, lands now or formerly belonging to C. A. Kirby, Pinson Road and others,

It is understood and agreed that this mortgage in junior in lien to a mortgage executed by me to the said B. C. Givens on September 15, 1952, in the principal amount of \$1,150.00, of record in the R. M. C. Office for Greenville County, S. C., in Real Estate Mortgage Book 540, Page 187, which is still in full force and effect.

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