spor 673 no 470

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

APR & 10 34 AM 1958

OLLIE FARNSWORTH

To All Whom These Presents May Concern: R.

L. B. Ferguson and Beatrice Ferguson

SEND GREETING:

Whereas, we , the said L. B. Ferguson and Beatrice Ferguson in and by our certain promissory note in writing, of even date with these Presents, are well and truly indebted to H. K. Townes, Attorney in the full and just sum of Nine hundred fifty six (\$956.00) Dollars, to be paid one year from date

, with interest thereon from date

at the rate of 7% 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 we , the said L. B. Ferguson and Beatrice

Ferguson

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said H.K. Townes,

Attorney

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

consideration of the further sum of Three Dollars, to me, the said H.K. Townes, Attorney

, in hand well and truly paid by the said L.B. Ferguson and Beatrice

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 H. K. Townes, Attorney, his heirs and assigns

All that certain piece, parcel or lot of land situate, lying and being in Butler Township about seven miles East of the City of Greenville, comprising 2.5 acres, according to a plat thereof made by J. Mac Richardson, R.L.S., March, 1956, and being a portion of the property conveyed to Broadus Durant by the Southeastern Life Insurance Company on September 29, 1938, recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 206 at Page 157, and being more particularly described as follows, to-wit:

BEGINNING at a nail in a county road, joint Western intersection of the property referred to above as deeded to Broadus Durant by the Southeastern Life Insurance Company, and the Cox property and running thence with the county road S. 9-00 W. 140 feet to an iron pin; thence S. 78-00 E. 780.1 feet to an iron pin; thence N. 9-00 E. 140 feet to an iron pin; thence N. 78-00 W. 780.1 feet to nail in road, the beginning corner

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Mist: Promise 21,