

JUL 31 10 42 AM 1956

State of South Carolina,

COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R. M. C.

WE, H. HAROLD TARLETON, JR., MILTON LITE, NICK A. THEODORE, WILLIAM F. WILSON, AND WILLIAM M. McMILLAN

SEND GREETING:  
WHEREAS, we the said H. Harold Tarleton, Jr., Milton Lite, Nick A. Theodore, William F. Wilson and William M. McMILLAN

hereinafter called the mortgagor(s)  
in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to JOHN CARL FISHER

hereinafter called the mortgagee(s)  
in the full and just sum of Twenty Four Thousand and No/100 (\$24,000.00) DOLLARS, to be paid 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 quarterly installments as follows:

Beginning on the 31st day of October, 1956, and on the 30th day of April, July and October of each year thereafter the sum of \$750.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 31st day of July, 1966, and the balance of said principal and interest to be due and payable on the 31st day of July, 1966; the aforesaid quarterly payments of \$750.00 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$24,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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 ten (10%) per cent, of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 JOHN CARL FISHER, his heirs and assigns, forever:

ALL that parcel or tract of land situate on the Southeast side of the Old Spartanburg-Greenville Road and on the South side of Brushy Creek in Butler Township, in Greenville County, S. C., adjoining lands now or formerly belonging to Ed F. Raines, James N. Hudson, and others, and being designated as Tract No. 6 of the Estate of the late D. R. Freeman, and having, according to a plat made by J. Earle Freeman, Surveyor, February 27, 1934, the following metes and bounds, to wit:

BEGINNING at a stone on the Eastside of Brushy Creek, and on the West side of the Old Run of Brushy Creek below the bridge in line of property now or formerly of William Moore, and running thence S 52 1/2 W, 6.98 chains to a stone on the Old Spartanburg-Greenville Road; thence along line of property now or formerly of Nannie Raines, S 52 3/4 E, 8.90 chains to a stone; thence S 53 1/4 W, 8.53 chains to a stone; thence still with said Raines line, S 13 W, 15.45 chains to a stone; thence along line of property now or formerly of James Hudson, S 35 1/4 E, 28.53 chains to iron pin in a County Road near a school house; thence along line of property now or formerly of J. Earle Freeman, N 6 1/2 W, 20.60 chains to a stone; thence N 39 1/2 E, 15.73 chains to a stone; thence N 18 3/4 W, 10.13 chains to a poplar; thence N 14 3/4 E, 4.53 chains to a sweet gum on the South side of Brushy Creek; thence up Brushy Creek following the meanders thereof, (the traverse lines being as follows: S 85 3/4 W, 8.73 chains to a point; thence N 83 1/2 W, 8.78 chains to a point; thence N 78 3/4 W, 1.80 chains to a point; thence N 55 3/4 W, 1.54 chains to a point; thence