

OLLIE HAYNSWORTH

## State of South Carolina,

COUNTY OF GREENVILLE

## PURCHASE MONEY MORTGAGE

WILLIAM H. MCGEE AND BETTY J. MCGEE

SEND GREETING:

WHEREAS, we the said William H. McGee and Betty J. McGee

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Clyde C. Garrett and Lois K. Garrett in the full and just sum of Five Thousand Five Hundred and No/100ths (\$5,500.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of December 1959, and on the 1st day of each succeeding month of each year thereafter the sum of \$50.86, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October 1972, and the balance of said principal and interest to be due and payable on the 1st day of November 1972, the aforesaid monthly payments of \$50.86 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$5,500.00 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 we the said William H. McGee and Betty J. McGee

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Clyde C. Garrett and Lois K. Garrett according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said William H. McGee and Betty J. McGee Clyde C. Garrett and Lois K. Garrett

in hand and truly paid by the said Clyde C. Garrett and Lois K. Garrett 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 CLYDE C. GARRETT AND LOIS K. GARRETT:

All that piece, parcel or tract of land, containing 11.83 acres, more or less, situate, lying and being on the Southwestern side of U.S. Highway No. 276, Austin Township, Greenville County, State of South Carolina, being known and designated as Tract No. 3 as shown on a plat prepared by C.O. Riddle, R.L.S., dated August, 1959, entitled "Property of C.C. Garrett, Sr.", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book TT at page 75, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin at the Southeastern corner of the tract herein conveyed at the joint corner of other property of C.C. Garrett, Sr., and in the Southwesterly edge of the right-of-way for U.S. Highway No. 276, and running thence with the Southwesterly edge of said right-of-way N. 36-20 W. 1277.9 feet to an iron pin; thence continuing with the edge of said right-of-way S. 53-40 W. 25 feet to an iron pin; thence still continuing with the edge of said right-of-way N. 36-20 W. 25.7 feet to the center of a branch; thence with the branch as the line the following courses and distances: S. 9-00 W. 36.5 feet, S. 9-22 E. 100 feet, S. 17-24 W. 69.5 feet, S. 3-22 E. 134.9 feet, S. 10-28 E. 83 feet, S. 26-23 W. 80.1 feet, S. 26-22 E. 59.7 feet, S. 1-03 W. 138.2 feet, S. 29-23 W. 56.1 feet, S. 6-49 E. 41.8 feet, S. 46-32 W. 47.3 feet, S. 8-38 W. 125.4 feet, S. 16-35 E.

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