

BOOK 837 PAGE 448

SEP 30 8 30 AM 1960

The State of South Carolina,

COUNTY OF GREENVILLE

OLLIE WORTH R.M.C.

To All Whom These Presents May Concern:

Whereas, I, the said CECIL L. BAGWELL, SEND GREETING: Cecil L. Bagwell

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to JOHN M. FLYNN

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Seven Hundred Fifty--

----- DOLLARS (\$3,750.00), to be paid

one (1) year after date,

, with interest thereon from date at the rate of six (6%) annually interest at the same rate as principal. percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 I, 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 me, 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 M. FLYNN, his heirs and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 324, Cherokee Forest Subdivision, plat of which is recorded in the RMC Office for Greenville County, S. C., in Plat Book EE, pages 78 and 79; said lot fronting 100 feet along the Southwest side of Elizabeth Drive, running back to a depth of 195 feet on the Northwest side, and to a depth of 195 feet on the Southeast side, and being 100 feet across the rear.

THIS is the same property conveyed to me by deed of G. E. Tripp and Robert W. Ramsey, dated December 2, 1958, recorded in the RMC Office for Greenville County, S. C., in Deed Book 611, page 472.

THIS mortgage is junior in rank to the lien of that mortgage dated December 2, 1958, in the original amount of \$16,000, given by me to The Prudential Insurance Company of America, recorded in said RMC Office in Mortgage Book 767, at page 511.

*Paid in full this Nov. 22nd, 1960*

*John M. Flynn*

*Witness: Patrick C. Fant, Geneva B. Heltzclaw*

SATISFIED AND CANCELLED OF RECORD 29 DAY OF Nov 1960 Allie [Signature] R.M.C. FOR GREENVILLE COUNTY, S.C. AT 9:07 O'CLOCK A.M. NO. 13979