

845 Part 338

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DEC 21 2 44 PM 1960

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said Ralph D. Kelly in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to David D. Stewart in the full and just sum of Thirty Five Hundred, (\$3500.00) Dollars

to be paid \$51.11 each month hereafter until 84 monthly payments have been made with so much of the monthly payments as may be necessary to be applied first toward the payment of interest with the balance to be credited on the principal. The first payment is to be made one month hereafter. Privilege is here given for the mortgagor to anticipate payments in part or as a whole at any time hereafter.

with interest thereon from date at the rate of six per centum per annum, to be computed and paid monthly 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 I, the said Ralph D. Kelly, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said David D. Stewart according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Ralph D. Kelly, in hand well and truly paid by the said David D. Stewart 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 David D. Stewart

All that piece, parcel and tract of land lying and being in Fairview Township, Greenville County, South Carolina, containing 45 acres, more or less, and being the same land conveyed to David D. Stewart by Dr. H. B. Stewart by deed dated June 18, 1935, recorded in Deed Book 170, Page 89, R. M. C. Office, Greenville County, South Carolina. Said parcel of land is fully set forth and described on a plat made by W. J. Riddle, Reg. Land Surveyor, dated Dec. 1, 1960, and being bounded by lands now or formerly of J. T. S. Peden on the north; Rabun Creek on the east; Dr. H. B. Stewart (now Jas. Neves) on the

4th May 1964
David D. Stewart
Ollie Samworth

RECEIVED AND INDEXED OF RECORDS
4th May 1964
Ollie Samworth
9:30 a.m. 31092