

FILED GREENVILLE CO. S. C. BOOK 1062 PAGE 596

The State of South Carolina,

COUNTY OF

JUL 10 9 10 AM 1967

OLLIE FARNSWORTH R.M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, it, the said K & K Enterprises, Inc.

hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to John K. Earle, Jr.

hereinafter called the mortgagee(s), in the full and just sum of Eleven Thousand Three Hundred and No/100----- DOLLARS (\$ 11,300.00), to be paid as follows: The sum of \$2,825.00 on July 2, 1968 and the sum of \$2,825.00 on July 2nd. of each year thereafter until the principal indebtedness is paid in full,

, with interest thereon from date

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

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 it, 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 it, 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 K. Earle, Jr. His Heirs and Assigns, Forever:

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina on the Southern side of U. S. Highway I-85 and on the western side of Burty Road, being a portion of Lot No. 7 on a plat of J. C. Phillips Property as shown by plat recorded in the RMC Office for Greenville County in Book J at page 43 and being further shown on a plat of the property of Arthur McAllister made by C. L. Riddle March, 1963, and having according to said McAllister plat, the following metes and bounds:

BEGINNING at an iron pin at the northeastern corner of that portion of Lot 7 shown on said plat as property of Arthur McAllister, now property of the mortgagor herein, and running thence with the line of the mortgagor herein S 20-02 W 97.6 feet to an iron pin on the line of Lot 8; thence N 85-42 E 250 feet, more or less, to an iron pin on the western side of Burty Road; thence with the western side of Burty Road in a northeasterly direction approximately 48 feet to the intersection of Burty Road and the right of way of U. S. Highway I-85; thence with said right of way N 84-58 W 234 feet, more or less, to the beginning corner.

SATISFIED AND CANCELLED OF RECORD

9 DAY OF Nov 1971 Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C. AT 10:52 O'CLOCK A. M. NO. 13185

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 3 PAGE 448