

State of South Carolina

MAY 24 3 35 PM 1969

COUNTY OF Greenville

GREENVILLE COUNTY

To All Whom These Presents May Concern: I, Harry O. Yearick,

the Mortgagor(s), SEND GREETING:

hereinafter called

WHEREAS, the said Mortgagor(s) in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to Edward C. Bailey and James A. Bailey,

hereinafter called Mortgagee, in the full and just sum of Forty Thousand and no/100 (\$40,000.00) - - - - - DOLLARS,

to be paid \$5,000.00 plus interest on May 1, 1969 and \$5,000.00 plus interest on the 1st day of May of each and every year thereafter until paid in full, reserving unto the Promissor the right to anticipate payments on any payment date, limited, however, to payments on the principal not to exceed \$12,000.00 in any one year, with interest thereon from date at the rate of 6% per centum per annum, to be computed and paid annually,

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, 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount 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 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 according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee, Edward C. Bailey and James A. Bailey, their heirs and assigns forever:

All that certain lot or parcel of land in the State of South Carolina, County of Greenville, Chick Springs Township, in the City of Greer, lying on the north side of Wade Hampton Boulevard, being shown and designated as Tract No. B on a plat of BURGESS HILLS, SECTION 4, prepared by H. S. Brockman, Registered Surveyor, on March 24, 1966, and as amended on May 4, 1966, and recorded in the R.M.C. Office for Greenville County in Plat Book BBB, Page 190, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the north margin of the right-of-way of U.S. Highway No. 29, the joint front corner with Tract A on said plat and running thence with the common line of Tracts A & B, N. 21-20 W. 342.5 feet to an iron pin on the line of Section 3, of Burgess Hills, thence with said line, N. 70-33 E. 400.6 feet, more or less, to an iron pin, the joint rear corner of Tracts B & C; thence with the common line of said Tracts, S. 21-20 W. 329 feet to an iron pin on the north margin of the right-of-way of U.S. Highway No. 29; thence with the north margin of the same, S. 68-40 W. 400 feet to an iron pin, the beginning corner.

This is the same property as conveyed by the mortgagee herein to the mortgagor herein by deed of even date, to be recorded herewith in the R.M.C. Office for Greenville County.

This is a purchase money mortgage, same being given to secure a portion of the purchase price for the aforescribed tract of land.

Handwritten: Catherine B. Perry, 1116, 277

Mortgage Assigned to: *William Augustus Perry, III*

From: *William Augustus Perry, III, et al.*

of N. E. Mortgages on Page *711*

Handwritten notes and signatures at bottom of page.