3 565 - 245

## STATE OF SOUTH CAROLINA, Francisco COUNTY OF GREENVILLE

## To all Whom These Presents May Concern:

WHEREAS

Marshall and Williams Southern Corporation

is well and truly indebted to Frances T. Tindal, as Trustee for Frances T. Tindal, William M. Tindal, Frances T. Mitchell and Henry Tindal

in the full and just sum of Fifty-six Hundred and no/100

Dollars, in and by its certain promissory note in writing of even date herewith, due and payable day of

Due and payable \$2,800.00 on January 3, 1954 and the balance of \$2,800.00 on January 3, 1955, with full privilege of anticipation at any time subsequent to January 3, 1954

with interest

from date at the rate of five per centum per annum on the outstanding principal balances when payments on the principal are until paid; interest to be computed and paid/ has bear interest at same rate as principal until paid, and **kax** further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That

, the said Marshall and Williams Southern

## Corporation

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it in hand well and truly paid at and before the sealing and delivery 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

Frances T. Tindal, as Trustee for Frances T. Tindal, William M. Tindal, Frances T. Mitchell and Henry Tindal

all that tract or lot of land in

Township, Greenville County, State of South Carolina. on the northeastern side of U. S. Highway No. 25 and having, according to a plat of property of the William Tindal Estate by C. O. Riddle, Reg. L. S., dated May 22, 1953, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeastern side of U. S. Highway No. 25, joint front corner of property described herein and that of Grogan, and running thence with the property line of Grogan and the Tindal Estate, N. 50-28 E. 689.2 feet to an iron pin on the western side of Thompson Road; thence with the western side of Thompson Road, N. 34-45 W. 200.8 feet to an iron pin; thence along the line of Tindal Estate, S. 50-28 W. 705.6 feet to an iron pin on the northeastern side of U. S. Highway No. 25; thence along the northeastern side of U.S. Highway No. 25, S. 39-15 E. 200 feet to the point of beginning.

This mortgage and the note which it secures have been executed pursuant to resolution duly adopted by the Directors of the corporation and authorizing Fred H. Land, as Vice President and Assistant Treasurer to execute and deliver the same.

This mortgage and the note which it secures are given to secure the balance due on the purchase price of the above described property.