831 Paul 201

## THE STATE OF SOUTH CAROLINA

COUNTY OF **GREENVILLE** 

## To All Whom These Presents May Concern:

GREETING:

Whereas,

the said

James David Payne

in and by

certain

note in writing, of even date with these

Presents,

promissory .

well and truly indebted to Fred Cox, Jr. and Grace B. Cox

in the full and just sum of Sixty Seven Hundred and Fifty and 00/100----(\$6,750.00)----

, to be paid in monthly payments of Sixty Five Dollars and 88/100-(\$65.88), said amount to include interest at 6% per annum computed in monthly payment, for a period of twelve (12) years; 1st payment to become due on September 1, 1960 and continue on the 1st day of each following month until the amount due and interest have been paid in full

, with interest thereon from

date

at the rate of 6 per centum per annum, to be computed and paid

monthly with payments

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

James David Payne

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Fred Cox, Jr.

and Grace B. Cox

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to

me, the said

mortgagor

, in hand well and truly paid by the said mortgagees

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

Fred Cox, Jr. and Grace B. Cox, their heirs and assigns,

all that piece, parcel or lot of land in Bates Township, Greenville County, State of South Carolina, near the town of Marietta, containing two-fifths of an acre, more or less, and having, according to a plat of survey made by W. A. Hester, August 14, 1939, the following metes and bounds, to-wit:

BEGINNING at an iron pin at corner of Midway Drive and Slater Mill Road and running thence with said Mill Road, N 44-00 E, 100 feet to an iron pin on Church Street; thence with Church Street, N 41-00 W, 146 feet to an iron pin; thence S 44-00 W, 158 feet to an iron pin on Midway Drive; thence with Midway Drive, S 64-30 E, 150 feet to the beginning corner.

ALSO, all that piece, parcel or lot of land, adjoining the above lot, in Bates Township, being a triangular lot with the apex touching the Northern side of Midway Drive, in the town of Marietta, County of Greenville, State of South Carolina, being shown as Lot no. 1 on a plat of survey of the Property of Daisy B. Cleveland, made by C. O. Riddle, September 16, 1952, and described as follows:

BEGINNING at a stake on the Northern side of Midway Drive, 150 feet West from

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK \_\_ /4 PAGE 350

> SATISFIED AND CANCELLED OF RECORD DAY OF March 1973 annie S. Tankorsley R. M. C. FOR GREENVILLE COUNTY, S. C. AT 10:58 O'CLOCK 2: M. NO. 24817