

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. B. Timmerman, of Greenville County, State of South Carolina

SEND GREETING:

WHEREAS, I, the said J. B. Timmerman,

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to W. P. Kerns

in the full and just sum of Nine Hundred & No/100 (\$900.00) Dollars to be paid: \$450.00 on January 1, 1941, and \$450.00 on January 1, 1942, with the right to anticipate payment of all, or any part of the unpaid balance at any time

with interest thereon from January 1, 1940 at the rate of six (6%) per cent. per annum, to be computed and paid semi-annually 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, then 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; said note further providing for an attorney's fee of ten (10%) per cent of the amount due

besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, 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 in hand well and truly 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 and release unto the said Mortgagee, and his Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Butler Township, Greenville County, State aforesaid, adjoining lands of J. G. Smith, and others, being a part of the Thomas Howell place, and having the following metes and bounds:

Beginning at a stone on the Batesville Road and running thence N. 4 1/2 W. 2.10 to a bend in road; thence N. 11 E. 7.95 to Post Oak; thence N. 72 1/2 W. 4.80 to stone; thence N. 77 1/4 W. 7.50 to stone on road; thence with said road S. 24 W. 10.55 to the beginning, containing 15 acres, more or less.

This is the same property conveyed to J. B. Timmerman by W. P. Kerns by deed dated December 9, 1939, to be recorded herewith, and this mortgage is given to secure a portion of the purchase price.

April 25-1940
Satisfied
W. P. Kerns

Witnesses
Mrs. Corrie Dunwoody
Mrs. Virginia Kerns

5869

25 April 40
Ollie Jarnsworth
12:09 P.