

FILED

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VOL 419 PAGE 377

THE STATE OF SOUTH CAROLINA }
COUNTY OF Spartanburg }

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern: We, Willard J. Henderson and Ruth F. Henderson SEND GREETING:

Whereas, we, the said Willard J. Henderson and Ruth F. Henderson in and by our certain promissory note in writing, of even date with these Presents, are well and truly indebted to W.E. Perry

in the full and just sum of Nine Hundred (\$900.00) Dollars, to be paid as follows: \$40.00, and interest, on April 25, 1949, with like payments on the same day of each successive month thereafter until principal and interest are paid in full,

with interest thereon from date at the rate of 6 per centum per annum, to be computed and paid monthly

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 we, the said Willard J. Henderson and Ruth F. Henderson, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W.E. Perry according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said Willard J. and Ruth F. Henderson, in hand well and truly paid by the said W.E. Perry

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 W.E. Perry and his heirs and assigns:

All of that parcel or lot of land situate and being in Chick Springs Township of Greenville County, South Carolina, lying on the East side of the New Pelham Road, about one mile South from the City of Greer, being lot No. 13 on a plat of the subdivision of the E.C. Bailey property made by H.S. Brockman, Surveyor, dated April 30, 1942, and having the following courses and distances: BEGINNING at an iron pin in the center of the New Pelham Road, and runs thence N. 35.30 E. 435.2 feet along the line of lot purchased by H.H. Clayton to an iron pin; thence S. 79.21 W. 311.2 feet along the line of lot No. 12 to an iron pin on the New Pelham Road; thence along said New Pelham Road S. 12.11 E. 293.8 feet to the beginning corner, and being the identical property this day conveyed to us by W.E. Perry by deed to be recorded hereafter.

This mortgage is junior to that certain note and mortgage now owned and held by P.C. Wooten on which there is a principal balance of \$2,800.00.

#7631
April 3, 1953

*Paid & cancelled
under order of the
court. See case #
14-1011. Henderson
vs. Main Property
Henderson (et al)
Judgment Paid
R-4702.
B. Drummond
witness
attest: 4-3-53
Bennie Sinclair
Deputy R.M.C.*