OF EEN VOLLE 439 PAGE 445

note in writing, of even date with these

THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville

OCT 5 9 45 AM 1919

OLLIE FALLISHORTH

To All Whom These Presents May Concern:

I. James H. Cobb

SEND GREETING:

Whereas.

, the said

James H. Cobb

in and by

certain

Presents. T

well and truly indebted to James F. Howard

in the full and just sum of Eight hundred and fifty dollars (\$850.00)

to be paid in instalments of ONE HUNDRED DOLLARS (\$100.00) such year for eight years and a payment of fifty dollars (\$50.00), final payment, the mineth year. Payments to start September 24th. 1950.

, with interest thereon from September 24th. 1949

at the rate of 65 per centum per annum, to be computed and paid 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, 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

I , the said James H. Cobb

B H. CODD

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

James F. Howard

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

. in hand well and truly paid by the said James H. Cobb

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

Jas. F. Howard, his heirs and assigns forever:

All that certain piece, parcel or tract of land in Greenville County, State of South Carolina, and having according to a plat made by J. C. Hill in September, 1949, the following metes and bounds, to-wit:

BEGINNING at a stake on a private road, said stake being at the Northeast corner of Tract of land this day conveyed by James F. Howard to Frank Myers, and running thence with the line of the Lyers tract, S. 88-15 W. 85.5 feet to sweetgum; thence continuing with Lyers line, S. 76-30 W. 96 feet to stake in line of other property of grantor; thence with line of said property, N. 22-30 W. 659 feet to stake; thence N. 72-50 E. 242 feet to stake; thence S. 25-15 E. 155 feet to stake; thence S. 3 E. 81 feet to stake; thence S. 15-15 E. 184 feet to stake; thence S. 22 E. 254 feet to stake in private road; thence with the Northwest side of said private road, S. 33-50 W. 19 feet to stake, the point of beginning.

Said premises being a portion of the property coveyed to James F. Howard by J. Larry Jameson by deed recorded in Book of Deeds 241 at Page 365.

Grantee is to pay 1949 taxes.

paid in ques July 14, 1953. Jas. 5. Abourna

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