

The State of South Carolina,
County of GREENVILLE

JAN 3 5 09 PM 1950

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

Whereas, I, the said BEN F. PERRY SEND GREETING:
hereinafter called the mortgagor(s)
in and by MY Frances T. Tindal, individually, and as trustee for Frances B. Tindal, William M. Tindal and Henry Tindal, well and truly indebted to Tindal, William M. Tindal and Henry Tindal,
hereinafter called the mortgagee(s), in the full and just sum of Nineteen Thousand and No/100-----
-----DOLLARS (\$19,000.00), to be paid
three years after date.

, with interest thereon from date
at the rate of Five (5%) percentum per annum, to be computed and paid
Quarterly

until paid in full; all interest not paid when due to bear interest at the 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; 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to ME, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 Frances T. Tindal, Individually, and as Trustee for Frances B. Tindal, William M. Tindal, and Henry Tindal, their heirs and assigns, forever.

All that certain piece, parcel or tract of land in the State and County aforesaid, approximately 5 miles outside the corporate limits of the City of Greenville, being situated on the western side of US Highway #25, and having, according to a plat of the property of Frances T. Tindal, Et al, by W. J. Riddle, Surveyor, dated November 2, 1949, and to be recorded, the following metes and bounds, to-wit:

BEGINNING at an iron pin at Langston's Creek and the western side of the right-of-way of US Highway #25, and running thence with said right-of-way N 39-10 W 2290.9 feet, to a point in the center of Tindal Road; thence with Tindal Road in the following courses and distances: S 9-55 W 54.5 feet; S 19-17 E 177.5 feet; S 2-42 East 150 feet; S 2-26 W 400 feet; S 13-33 W 799 feet; S 21-10 West 150 feet; S 25-53 W 352 feet; S 14-06 W 278 feet; S 28-26 W 160 feet; S 36-54 W 349 feet to a point where Langston's Creek crosses said Tindal Road; thence with Langston's Creek in an easterly direction 2400 feet more or less to the point of beginning and containing 53 acres more or less. This property is conveyed subject to the right-of-way of the Duke Power Company.

It is understood that the mortgagor, Ben F. Perry, intends to subdivide this tract of land into lots and will make sales of said lots from time to time, and in order to facilitate the said sales, the parties hereto have agreed that lots shall be released by the mortgagee herein from the lien of this mortgage upon payments as to the mortgagee as hereinafter provided.

(1) Lots 1 - 24, inclusive, shown on Plat of W. J. Riddle, Surveyor, dated October, 1949, all fronting on the New Suncombe Road, will be released by the mortgagee upon payment of the sum of \$750.00 for each lot released.

See Lending Statement, see O. L. M. Book 501, Page 275.
OLLIE FARNSWORTH
1/3/50