GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

SEP 28 9 39 AM 1950

To all Whom These Presents May Concern:

OLLIE FARIISWORTH R.M.C.

WHEREAS we, Herbert L. Bates and Hazel R. Bates, are

well and truly indebted to

Guy B. Foster

in the full and just sum of--Three Thousand Two Hundred and No/100 (\$3,200.00)-----Dollars, in and by our certain promissory note in writing of even date herewith, due and payable \$40.00 per month commencing November 1, 1950, and \$40.00 on the 1st day of each month thereafter until paid in full,

with interest from date hereof at the rate of six (6%) per centum per annum until paid; interest to be computed and paid semi-annually and if unpaid when due to bear interest at same rate as principal until paid, and have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we , the said Herbert L. Bates and Hazel R. Bates,

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in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery 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 Guy B. Foster, his heirs and assigns, all that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, O'Neal Township, located near Sandy Flat, lying on the northeast side of the Buncombe Road, being bounded on the northwest and northeast by other lands of Theron Earl Willis, on the southeast by lands of Mrs. Mary Bearden and on the southwest by the said Buncombe Road, and being a part of a 17.46 acre tract conveyed to Theron Earl Willis by deed from Will Coleman during the year 1939, and having the following courses and distances, to wit:

BEGINNING on a nail and stopper in the center of the said Buncombe Road, joint corner of Mrs. Mary Bearden lands, and runs thence with the said Bearden line N. 52-13 E. 18 feet to an iron pin on the bank of the road, then continuing with the same course, N. 52-13 E., for a total distance of 191 feet to an iron pin in the center of a waterway; thence a new line N. 42-50 W. 100 feet to an iron pin; thence S. 52-13 W. 173 feet to an iron pin on the bank of the Buncombe Road, then continuing for an additional distance of 18.3 feet to a point in the center of the said road; thence with the center of the said road S. 42-50 E. 100 feet to the beginning corner, and containing Forty Four Onehundredths (0.44) of one acre, more or less.

It is intended by this mortgage to include all of that property conveyed to the Mortgagors herein by Theron Earl Willis by deed dated June 26, 1950, and recorded in the R.M.C.Office for Greenville County, South Carolina, in Deeds Volume 413, page 439.