

NOV 6 5 18 PM 1952

State of South Carolina,

OLLIE FARNSWORTH R.M.C.

COUNTY OF Greenville

KENNETH B. DAILEY and DOROTHY P. (DOROTHY J.) DAILEY

SEND GREETING:

WHEREAS, We the said Kenneth B. Dailey and Dorothy P. (Dorothy J.) Dailey

in and by ~~our~~ certain promissory note in writing of even date with these presents are well and truly indebted to The First National Bank of Greenville, as Executor under the will of W. C. Cleveland, deceased, and Alice Burnett Cleveland as Executrix under the will of W. C. Cleveland, deceased SEVEN THOUSAND AND NO/100

(\$ 7,000.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows: Beginning on the 6th day of December, 1952, and on the 6th day of each month of each year thereafter the sum of \$74.25, to be applied on the interest and principal of said note, said payments to continue up to and including the 6th day of October, 1962, and the balance of said principal and interest to be due and payable on the 6th day of November, 1962; the aforesaid monthly payments of \$74.25 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$7,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 Mortgagors, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagees according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Mortgagors in hand and truly paid by the said Mortgagees

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said The First National Bank of Greenville, as Executor under the will of W. C. Cleveland, deceased, and Alice Burnett Cleveland as Executrix under the will of W. C. Cleveland, deceased, their successors and assigns, forever:

All that tract of land on the Northeast side of the Congaree Road, about four (4) miles East of the City of Greenville, in Butler Township, Greenville County, State of South Carolina, containing 10.20 acres, more or less, and being shown as Tracts 1 and 2 on plat of Property of Alethea F. Pate, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "L", at page 85, said plat being prepared by W. J. Riddle, Surveyor, June 1941, and also shown as the Southern portion of C. R. Bramlett Property, on plat prepared by W. J. Riddle, Surveyor, March 23, 1937, and having according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the Congaree Road at joint front corner of Tracts 2 and 3, and running thence with the line of Tract 3, N. 45-00 E. 885.5 feet to an iron pin on the Northeast edge of a branch; thence N. 75-15 W. 113.4 feet to an iron pin; thence S. 83-00 W. 138 feet to an iron pin; thence N. 86-00 W. 149.5 feet to an iron pin; thence crossing said branch, S. 45-00 W. 303 feet to an iron pin; thence N. 43-41 W. 485 feet to an iron pin; thence N. 27-10 E. 158 feet to an iron pin; thence N. 43-30 W. 88 feet to an iron pin; thence S. 45-00 W. 466.5 feet to an iron pin in the center of the Congaree Road; thence along the center of the Congaree Road, S. 42-25 E. 450 feet to an iron pin; thence continuing with the center of the said Congaree Road, S. 46-00 E. 467.2 feet to the beginning corner.

A portion of this property was conveyed to the mortgagors, Kenneth B. Dailey and Dorothy P. (Dorothy J.) Dailey by deeds of Alethea F. Pate (over)

RECORDED AND CANCELLED RECORD 11-7-52 R. M. C. OFFICE GREENVILLE S. C. 11:57 AM