## The State of South Carolina,

County of Greenville

957 25 1 21 74

Forty-One Hundred -----

## To All Whom These Presents May Concern:

hereinafter called the mortgagee(s), in the full and just sum of

We, J. E. McElrath and Lona B. McElrath

SEND GREETING:

Whereas, we , the said J. E. McElrath and Lona B. McElrath

hereinafter called the mortgagor(s)

in and-by our certain promissory note in writing, of even date with these presents, are well and truly indebted to The South Carolina National Bank of Charleston as Trustee for Knox L. Haynsworth, Jr.

in quarterly installments of \$130.92 each, payments to be applied first to interest and the balance to principal. The first payment falls due three months after date and one of the remaining payments falls due every three months thereafter until the entire indebtedness, principal and interest, has been paid in full.

, with interest thereon from

date

at the rate of five

percentum per annum, to be computed and paid

• 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 We, 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 US , 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

The South Carolina National Bank of Charleston as Trustee for Knox L. Haynsworth, Jr.

All that certain piece, parcel or tract of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, on the Northwest side of the Super Highway leading from Greenville to Spartanburg (U. S. No. 29) and being known and designated as Lot Number Five (5) on plat of property of Lula B. Green as made in July, 1939 by Dalton & Neves, Engineers, said plat being of record in the R. M. C. office in Plat Book "B" at page 112, said lot of land being described by metes and bounds according to said plat as follows, to wit:

Beginning at an iron pin on the Northwest side of Super Highway (U. S. No. 29) at the joint front corner of Lots 4 and 5; thence along the joint line of said lots, North 47-00 West Five Hundred Twenty-nine and 8/10 feet to an iron pin on the Southeast edge of an unnamed unopened 30 foot street shown on said plat; thence along the Southeast side of said street South 43-00 West One Hundred Fifty feet to an iron pin at the Northeast corner of Lot 6; thence along the line of Lot 6, South 47-00 East Five Hundred Twenty-nine and 8/10 feet to an iron pin on the Northwest side of said Super Highway; thence along the Northwest side of said Super Highway; North 43-00 East One Hundred Fifty feet to the place of beginning; containing in the aggregate 1.82 acres.

This property is subject to the restrictions set out in deed recorded in Deed Book 293 at page 250, reference to which is hereby made.

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