

STATE OF SOUTH CAROLINA,

County of Greenville

DEC 20 11 41 AM 1955

OLLIE FARNSWORTH
R.M.C.

To all Whom These Presents May Concern:

WHEREAS We, Clifford E. Emery and Claire B. Emery, are well and truly indebted to L. L. Shealy

in the full and just sum of Five Hundred and No/100 - - - - - (\$500.00 -) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows:

Payable in monthly installments of Five and 19/100 Dollars each, beginning on the first day of February, 1956 and continuing thereafter on the first day of each and every succeeding calendar month thereafter for a period of eleven years, at the end of which time the entire principal balance will be due and payable, if not sooner paid, said payment to be applied first to interest and then to the principal balance due from month to month.

with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and we 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 Clifford E. Emery and Claire B. Emery 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 L. L. Shealy, his heirs and assigns forever:

All that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, within the corporate limits of the City of Greenville, and being known and designated as Lot No. 43 of a Subdivision known as University Circle, a plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book Y, at page 111; said property having the following metes and bounds according to the said plat, to-wit:

BEGINNING at a point on the southwestern side of White Oak Drive at the joint front corner of Lots Nos. 42 and 43, and running thence S. 57-00 W. 117.6 feet to a point at the joint rear corner of Lots Nos. 42 and 43; thence S. 33-41 E. 69.9 feet to a point at the joint rear corner of Lots Nos. 43 and 44; thence N. 56-48 E. 123.3 feet to a point on the southwestern side of White Oak Drive at the joint front corner of Lots Nos. 43 and 44; thence with the southwestern side of White Oak Drive, N. 38-21 W. 70 feet to the point of beginning; being the same conveyed to us by H. E. Hembree by deed dated September 17, 1955 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 535, at Page 11.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

L. L. Shealy, his Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.