

STATE OF SOUTH CAROLINA,

County of Greenville

GREENVILLE CO. S.C.  
APR 23 11 49 AM 1956

To all Whom These Presents May Concern

WHEREAS we, Clifford E. Emery and Claire B. Emery, of Greenville County, are well and truly indebted to L. L. Shealy

in the full and just sum of One Thousand and No/100 - - - - - (\$ 1,000.00) Dollars.

in and by our certain promissory note in writing of even date herewith, due and payable as follows: in monthly instalments of Eleven and 52/100 - - (\$11.52) Dollars each, beginning on the first day of September, 1956 and continuing on the first day of each succeeding calendar month thereafter for a period of nine (9) years, at which time the entire principal balance should be paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month, (with privilege of anticipating payment of any part or all of the principal at any time before maturity).

with interest from date at the rate of five (5%) 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 of 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 Number 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:

BEGINNING at a point on the southwestern side of White Oak Drive at the joint front corner of Lots 42 and 43, and running thence S. 57-00 W. 117.6 feet to a point at the joint rear corner of Lots 42 and 43; thence S. 33-41 E. 69.9 feet to a point at the joint rear corner of Lots 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 his 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.