

FEB 7 4 25 PM

State of South Carolina,

HAYNSWORTH

PURCHASE MONEY MORTGAGE

COUNTY OF GREENVILLE

WE, FRANK J. MacNEES AND DOLORES M. MacNEES,

SEND GREETING:

WHEREAS, We the said Frank J. MacNees and Dolores M. MacNees,

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to W. B. EDWARDS

in the full and just sum of One Thousand Nine Hundred Thirty-nine and no/100ths--- (\$ 1,939.00) DOLLARS, to be paid

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four & one-half (4 1/2 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 10th day of March, 19 57, and on the 10th day of each month of each year thereafter the sum of \$ 57.68

to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of January 19 60, and the balance of said principal and interest to be due and payable on the 1st day of February

19 60, the aforesaid monthly payments of \$ 57.68 each are to be applied first to interest at the rate of four & one-half (4 1/2 %) per centum per annum on the principal sum of \$ 1,939.00

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 Frank J. MacNees and Dolores M. MacNees

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W. B. Edwards

according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

us the said Frank J. MacNees and Dolores M. MacNees in hand and truly paid by the said W. B. Edwards

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 W. B. EDWARDS:

All that piece, parcel or lot of land situate, lying and being in Bates Township, approximately three and one-half miles Northeast of Travelers Rest, Greenville County, State of South Carolina, containing 15.87 acres, more or less, and having according to a plat prepared by J.C. Hill, dated October 12, 1956, entitled "Property of Col. Frank J. MacNees" and recorded in the R.M.C. Office for Greenville County in Plat Book LL at page 181, the following metes and bounds:

BEGINNING at an iron pin near the Northern side of Enoree River at the joint corner of tract herein mortgaged, other property of mortgagors, and property now or formerly of Crain, and running thence with the line of other property of mortgagors N. 12-50 W. 1723.9 feet to a point in the center of a County Road; thence with the center of said County Road, N. 42-00 E. 84.5 feet to a point; thence continuing with the center of said County Road N. 37-10 E. 347 feet to a point at the intersection of said County Road with a ditch; thence with the center of said ditch (along a traverse line) S. 13-30 E. 73 feet, S. 5-00 E. 169 feet, S. 4-30 W. 202 feet, S. 35-00 E. 209 feet, S. 57-15 E. 385 feet, S. 4-15 W. 205 feet, S. 45-10 E. 66 feet, S. 21-00 E. 127 feet, S. 19-00 E. 185 feet, S. 48-00 E. 37 feet to an iron pin at the edge of a swamp and in the center of said ditch; thence N. 51-30 W. 37 feet to an old iron pin; thence along the line of property now or formerly of Crain the following courses and distances: S. 75-10 W. 358.6 feet to an iron pin; thence S. 7-05 E. 93.6 feet to an iron pin; thence S. 32-30 W. 152.5 feet to an iron pin; thence S. 14-00 W. 246.2 feet to an iron pin; thence S. 12-30 W. 124.1 feet to the point of beginning.

(over)

RECORDED AND INDEXED BY THE CLERK OF THE COUNTY OF GREENVILLE, S. C. FEB 7 1957