

State of South Carolina

FILED GREENVILLE CO. S. C. OCT 7 5 13 PM 1957

COUNTY OF GREENVILLE

OLLIE HAYNSWORTH R.M.C.

H.C. HARPER

SEND GREETING:

WHEREAS, I the said H.C. Harper

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to W.W. Burgiss Charities, Inc.

in the full and just sum of Forty-eight Thousand and No/100ths (\$48,000.00) DOLLARS, to be paid at its principal office 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 7th day of November 1957, and on the 7th day of each succeeding month of each year thereafter the sum of \$ 509.14, to be applied on the interest and principal of said note, said payments to continue up to and including the 7th day of September 1967, and the balance of said principal and interest to be due and payable on the 7th day of October 1967; the aforesaid monthly payments of \$ 509.14 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 48,000.00 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 I H.C. Harper

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W.W. Burgiss Charities, Inc., according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said H.C. Harper

in hand and truly paid by the said W.W. Burgiss Charities, Inc.,

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.W. BURGISS CHARITIES, INC.:

All that piece, parcel or lot of land, situate, lying and being on the Western side of Calvin Street (also known as Boyce Street, formerly known as Gas Street) in the City of Greenville, County of Greenville, State of South Carolina, being shown on a plat prepared by Dalton & Neves, Engineers, dated May, 1927, revised December, 1944, entitled "Property of J.E. Lipscomb and Clarence C. Lipscomb", and having according to a more recent plat prepared by Pickell & Pickell, Engineers, dated September 1957, entitled "Property of H.C. Harper" the following metes and bounds:

BEGINNING at an iron pin on the Western side of Calvin Street (also known as Boyce Street, formerly known as Gas Street) at the corner of property now or formerly of Hattie G. Parker, and running thence with the Western side of Calvin Street (also known as Boyce Street, formerly known as Gas Street) N. 6-40 E. 159.2 feet to an iron pin in the Southern line of the right-of-way of the C. & W.C. Railway Company; thence with the Southern line of the C. & W.C. Railway Company right-of-way N. 88-58 W. 89.4 feet to an iron pin; thence continuing with said right-of-way S. 74-41 W. 90.4 feet to an iron pin; thence still with said right-of-way S. 66-45 W. 28.2 feet to an iron pin; thence with the line of other property of the mortgagor S. 2-30 E. 132 feet to an iron pin in the line of property now or formerly of Hattie G. Parker; thence with the line of property now or formerly of Hattie G. Parker N. 87-30 E. 177.5 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor herein by deed of Mountain City Milling Company, Inc., dated February 1, 1957, and recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 570 at page 382.

Paid in full + Satisfied this 16th day of Jan. 1959.

W.W. Burgiss Charities, Inc.

By: D.G. Winn Chairman of the Board

In the Presence of: John R. Jones

22 Jan 1959 Ollie Haynsworth 18610