

DEC 19 11 26 AM 1958

The State of South Carolina,

COUNTY OF PICKENS

OLLIE FANNING WORTH
R. M. C.

To All Whom These Presents May Concern:

We, Kathleen Boyter and W.M. Boyter

SEND GREETING:

Whereas, we the said Kathleen Boyter and W.M. Boyter hereinafter called the mortgagor(s)

in and by our certain promissory note in writing, of even date with these presents,

well and truly indebted to J. Hugh Burns hereinafter called the mortgagee(s), in the full and just sum of

Six Thousand and No/100

DOLLARS (\$ 6,000.00), to be paid

\$55.00 per month commencing with \$55.00 on July 1, 1958 and continuing with \$55.00 on 1st. of each and every month thereafter until paid in full

, with interest thereon from date

at the rate of 6% percentum per annum, to be computed and paid

annually 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 the 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 term 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 J. Hugh Burns, his heirs and assigns forever:

"All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, just outside of the City of Greenville, S.C. at the northeast intersection of the Furman Hall Road and Cherrydale Drive, being known and designated as Lot 1, on a plat of Furman Terrace, made by Dalton and Neves, Engineers, dated March, 1937, and, according to said plat, having the following metes and bounds, to-wit:

"BEGINNING at a stake in the intersection of Cherrydale Drive and Furman Hall Road; thence N. 29-30 E 125 feet along Furman Hall Road; thence N. 60-30 W 180 feet along the line of Lot No., to a point in Cherrydale Drive; thence S. 26-00 E. 219.7 feet along Cherry Dale Drive to the BEGINNING; this being the identical property conveyed to us by Janie W. Goldsmith, by deed dated May 30, 1941; reference to which deed is hereby made."

This being the identical property conveyed to us this date by J. Hugh Burns. This being a purchase money mortgage.