

FILED
GREENVILLE, S. C.

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THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE WORTH
R.M.C.

To All Whom These Presents May Concern:

We, Eugene Cody and Ruby Cody,

SEND GREETING:

Whereas We, the said Eugene Cody and Ruby Cody

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

Presents, are well and truly indebted to T. D. Nolan

in the full and just sum of Eighteen Hundred Sixty Five and 83/100 Dollars

(1865.83), to be paid \$20.00 per month beginning October 10, 1959

and a similar amount on the same day of each and every month thereafter until fully paid

, with interest thereon from date

at the rate of 6% per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by 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 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 Eugene Cody and Ruby Cody

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

T. D. Nolan

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said Eugene Cody and

Ruby Cody, in hand well and truly paid by the said T. D. Nolan

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

T. D. Nolan, his heirs and assigns forever:

All that piece, parcel or tract of land in Paris Mountain Township, Greenville County, State of South Carolina, on northern side of the Hunt's Bridge Road about eight miles from the City of Greenville, bounded on West by Lands of Scroggs, on North and East by lands now, or formerly, owned by T. B. Nalley, and on South by Hunt's Bridge Road, and by survey and plat made by J. Coke Smith, Sur. July, 1945, having the following metes and bounds, to-wit:

BEGINNING at point on northern side of Hunt's Bridge Road, joint corner with the Scroggs property, and running thence N. 4 E. 23.24 chs. along eastern line of Scroggs property to point in the Nalley line; thence S. 30-30 E. 6.00 chs. to point; thence S. 62-30 E. 5.20 chs. along creek to point, iron pin; thence S. 43-30 E. 3.53 chs. along the branch to point, iron pin; thence S. 21-45 W. 10.45 chs. to point, iron pin; thence S. 37-00 W. 5.75 chs. to point in middle of Hunt's Bridge Road, iron pin; thence N. 72-30 W. 5.61 chs. along center of said road to the point of beginning, and containing seventeen and 19/100 acres, more or less, and being the eastern portion of a tract of 33 acres, more or less, and being the same conveyed to T.D. Nolan by Garnett J. Pitts