

MAY 8 4 01 PM 1961

BOOK 857 PAGE 61

The State of South Carolina,
COUNTY OF GREENVILLE

GREENVILLE COUNTY

To All Whom These Presents May Concern:

L. L. BENNEFIELD

SEND GREETING:

Whereas, I, the said L. L. Bennefield

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to

J. LOUIS COWARD CONSTRUCTION COMPANY, INC.

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand One Hundred Thirteen and 21/100 ----- DOLLARS (\$ 3,113.21) to be paid ten (10) years after date

with interest thereon from January 1, 1962 at the rate of six (6%) annually percentum per annum, to be computed and paid 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, 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 ten (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 I, 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 terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 J. LOUIS COWARD CONSTRUCTION COMPANY, INC., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, in Chick Springs Township, Greenville County, S. C., being known and designated as Lot No. 55 of a subdivision known as Orchard Acres, Section Two, as shown on a plat of a portion of said subdivision prepared by J. Mac Richardson, Surveyor, March 1960, recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ, at page 6, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Fairhaven Drive, at joint front corner of Lots 55 and 56, and running thence with the joint line of said lots, N. 81-33 E., 175 feet to an iron pin in the line of Lot No. 125; thence with the line of said lot, S. 8-27 E., 103.5 feet to an iron pin on the Northern side of Ridge Spring Street; thence with said street, S. 85-36 W., 34.5 feet to a concrete monument; thence continuing with said street, S. 87-48 W., 121.4 feet to an iron pin; thence continuing with said street as it intersects with Fairhaven Drive following the curvature thereof, the chord of which being N. 49-13 W., 30.3 feet, to an iron pin on the Eastern side of Fairhaven Drive; thence with said Fairhaven Drive, N. 8-27 W., 65 feet to the beginning corner.