

FILED

BOOK 1006 PAGE 170

AUG 31 4 27 PM 1965

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

WHEREAS I, Claude Powell, Jr.,

am well and truly indebted to

J. L. Elmore

in the full and just sum of THIRTY-THREE THOUSAND, SEVEN HUNDRED TWENTY-FIVE & No/100
Dollars, in and by my certain promissory note in writing of even date herewith, due and payable
~~on the~~ ~~day of~~ ~~the~~ ~~month~~ ~~of~~ ~~the~~ ~~year~~ ~~1965~~ ~~at~~ ~~the~~ ~~rate~~ ~~of~~ ~~six~~ ~~percent~~ ~~per~~ ~~annum~~ ~~and~~ ~~if~~ ~~unpaid~~ ~~when~~ ~~due~~ ~~to~~ ~~bear~~ ~~interest~~ ~~at~~ ~~same~~ ~~rate~~ ~~as~~ ~~principal~~ ~~until~~ ~~paid~~ ~~and~~ ~~I~~ ~~have~~ ~~further~~ ~~promised~~ ~~and~~ ~~agreed~~ ~~to~~ ~~pay~~ ~~ten~~ ~~per~~ ~~cent~~ ~~of~~ ~~the~~ ~~whole~~ ~~amount~~ ~~due~~ ~~for~~ ~~attorney's~~ ~~fee~~ ~~if~~ ~~said~~ ~~note~~ ~~be~~ ~~collected~~ ~~by~~ ~~attorney~~ ~~or~~ ~~through~~ ~~legal~~ ~~proceedings~~ ~~of~~ ~~any~~ ~~kind~~ ~~reference~~ ~~being~~ ~~thereunto~~ ~~had~~ ~~will~~ ~~more~~ ~~fully~~ ~~appear~~

in the sum of \$6,745.00 per year, commencing one year from date, plus interest and continuing at the rate of \$6,745.00 per year until paid in full with the right to anticipate the whole amount or any part thereof at any time,

from date at the rate of SIX (6%) per centum per annum until paid; interest to be computed and paid ANNUALLY and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I, the said Claude Powell, Jr.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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. L. Elmore, his heirs and assigns forever,

ALL that certain piece, parcel or tract of land in Butler Township, Greenville County, State of South Carolina, about 5 1/4 miles East of the City of Greenville on the Old Spartanburg Road, containing 25 acres, more or less, according to a plat made by W. A. Christopher, September 29, 1921 and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the North side of Old Spartanburg Road, said pin being at the Southeast corner of property now or formerly of G. Cunningham; running thence West with the Cunningham line and E. G. Green, North 39-15 West 39.30 chains to a birch in branch of Brushy Creek; thence down said creek following the meanders thereof 12 chains, more or less, to a stake on the back of said creek; thence along the line of lands retained by Edgar W. Peden, South 27 East 26.00 chains to an iron pin; thence South 57-45 West 2.50 chains to an iron pin; thence South 39-15 East 10.05 chains to an iron pin in Old Spartanburg Road; thence with said Road, South 46 West 3.17 chains to an iron pin, the point of beginning. LESS, however, a strip heretofore conveyed to Wade Hampton Water and Sewer Commission in Deed Book 742, at page 585.

This mortgage is subject to all the terms and conditions of a Contract entered into by and between J. L. Elmore, Claude Powell, Jr. and Bessie P. Elmore on the 30th day of June, 1965.

*Paid in full this 6th day of March 1969.
J. L. Elmore
Witness H. E. Nolan*

TESTED AND FILED OF RECORD
7 DAY OF March 1969
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 8:44 O'CLOCK A. M. NO. 21061