VOL 391 PAGE 223

THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

certain

To All Whom These Presents May Concern:

We, John G. Martin and Elizabeth D. Martin,

SEND GREETING:

Whereas, we the said John G. Martin and Elizabeth D. Martin,

in and by **our**

promissory

note in writing, of even date with these

Presents.

are

well and truly indebted to

James W. Hicks,

in the full and just sum of FIFTY FOUR HUNDRED and no/100 (\$5+00.00) DOLLARS,

to be paid as follows: Thirty (\$30.00) Dollars on the 10th day of July, 1948, and a like amount on the 10th day of each and every succeeding calendar month thereafter until paid in full; with the right, however, to anticipate by the payment of all or any part thereof before due,

. with interest thereon from

date

at the rate of 5

per centum per annum, to be computed and paid

monthly

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 John G. Martin and Elizabeth D.

Martin,

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said James W. Hicks

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

consideration of the further sum of Three Dollars, to us , the said John G. Martin and Eliz-

abeth D. Martin, . in hand well and truly paid by the said Jame:

James W. Hicks,

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 James W. Hicks,

his heirs and assigns,

All that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, about five miles south of Greenville Court House, east of the Augusta Road, being known and designated as Lot Number Eleven (No. 11) on north side of Eastview Drive on plat and survey of subdivision known as "Clearview Heights" made by M.H. Woodward, R. E., Dec. 1945, recorded in the R. M. C. office for Greenville County in Plat Book "P" at page 1, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a point on north side of Eastview Drive, joint front corner with Lot No. 10, and running thence N. 18-04 W. 222.4 feet along eastern line of Lot No. 10, to point; thence N. 68-18 E.86.4 feet to point, joint rear corner with Lot No. 12; thence S. 18-04 E. 228.1 feet along western line of Lot No. 12, to point on north side of Eastview Drive; thence S. 71-56 W. 86.2 feet along north side of Eastview Drive to point of beginning. This is the same property this day conveyed to us by James W. Hicks by his deed to be recorded; and this mortgage is give to secure the payment of part of the purchase price and is a purchase money mortgage.

Subject, however, to a right-of-way reserved for side-walk and power line; and subject, also, to all restrictions as are set forth in full in said deed of James W. Hicks to us, and which are incorporated

Dennie Suicie

Olie Famounth
4 P 21584