N3 2 2 BY FG EVOL 490 PAGE 13

THE STATE OF SOUTH CAROLINA COUNTY OF Greenville

To All Whom These Presents May Concern:

We, James Evans and Bernice Evans

SEND GREETING:

Whereas, We

are

, the said James Evans and Bernice Evans

in and by

certain promissory

note in writing, of even date with these

Presents,

well and truly indebted to R.C.Collins

in the full and just sum of Forty Four Hundred Eighty Dollars and no/100--, to be paid ninety (90) days from date

\$4,480.00

, with interest thereon from

at the rate of

per centum per annum, to be computed and paid

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 James Evans and Bernice Evans

, in consideration of the said debt and

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

R.C.Collins

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

consideration of the further sum of Three Dollars, to us , the said R.C.Collins

, in hand well and truly paid by the said R.C.Collins

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 R.C.Collins

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the Northeast side of Nicholtown Road, being known and designated as Lot No. 2 as shown on Plat of Nicholtown No. 4, made by W.J.Riddle, Surveyor, dated November 3,1943, and recorded in the R.M.C. Office for Greenville County in Plat Book N, Page 139, and having the following metes and bounts, to wit:

Beginning at a stake on the Northeast side of Nicholtown Road at joint corner (front) of Lots 1 and 2 and running thence along said Northeast side of Nicholtown Road N. 26-53 W. 43.7 feet to a stake at corner of Lot 3; thence along line of said Lot 3 N. 53-43 E. 135.7 feet to a stake in line of Lot 7; thence along line of said Lot 7 S. 29-04 E. 43.2 feet to a stake at rear corner of Lot 1; thence along line of said Lot 1 S. 53-43 W. 137.8 feet to the beginning

This is one of the lots of land conveyed to the grantor by Sam F. Floyd by deed dated March 26, 1949, recorded in Deed Book 378, Page 128.

9-6933 E. Lesse attent: Ollie Farmworth.

at 10:30 A.M.

4142.