

STATE OF SOUTH CAROLINA,

County of Greenville

To All Whom These Presents May Concern:

WHEREAS We, R. D. Joner and Lottie T. Joner well and truly indebted to S. W. McCandless

in the full and just sum of -----Ten Thousand----- (\$10,000.00) Dollars, in and by our certain promissory note in writing of even date herewith due and payable as follows:

One thousand (\$1,000.00) Dollars plus interest one year after date and One thousand (\$1,000.00) Dollars plus interest thereafter each anniversary date until paid in full, with the right to anticipate in part or in full at any time.

with interest from date at the rate of five (5%) 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 we 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 We, the said R. D. Joner and Lottie T. Joner

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 us 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 S. W. McCandless,

All that piece, parcel or lot of and known and designated as Lot No. 29 on a plat of University Park recorded in the R. M. C. Office for Greenville County in Plat Book "P", page 127, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin at the Northeast corner of Brookside Circle and Wade Hampton Boulevard (former Super Highway), U. S. Route No. 29, and running thence with said Boulevard N. 52-26 E. 138.6 feet to an iron pin at the corner of Lot No. 28; thence with the line of Lot No. 28 N. 37-34 W. 185 feet to an iron pin on an alley; thence with said alley S. 52-26 W. 73.4 feet to an iron pin on the East Side of Brookside Circle; thence with the East side of Brookside Circle S. 18-16 E. 195.9 feet to the beginning corner. This being one of those lots of land conveyed to the Mortgagors by the College Park Realty Corporation, deed recorded in Deed Book 342 at page 490.

It is understood and agreed that the proceeds of the loan secured by this mortgage are to be used for the construction of a building or buildings upon the above described premises, said building or buildings when completed to be of the value of at least \$10,000.00. In order to secure the mortgagee in the construction of said building or buildings, it is understood and agreed that one-half (1/2), \$5,000.00, of the above loan is to be advanced to the mortgagor upon the execution hereof. When one-third (1/3) of the construction on the above premises has been completed, and upon notice thereof by the mortgagor to the mortgagee, an additional one-fourth (1/4), \$2,500.00, of the loan is to be advanced to the mortgagor. When two-thirds (2/3) of the construction has been completed, and notice thereof given to the mortgagee, the remaining one-fourth (1/4), \$2,500.00, of the loan is to be paid to the mortgagor so that the entire loan of \$10,000.00 will be in the hands of the mortgagor when the construction has been completed by two-thirds (2/3) thereof. It is further understood and agreed that the interest on the above loan is to be computed only on the amounts advanced to the mortgagor and as of the date the sums are advanced.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said S. W. McCandless his Heirs and Assigns forever.

And We do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

*Paid & Satisfied in full
the 12th day of August, 1957
S.W. McCandless*

*Witness:
A.T. Dinges
B.S. Dinges*

*16979
12*