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THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

JAN 15 12 23 PM 1953

OLLIE FARNSWORTH

To All Whom These Presents May Concern: R.M.C.

I, Marvin D. Westmoreland, of Greenville County, S. C., SEND GREETING:

Whereas, I , the said Marvin D. Westmoreland,

in and by my certain promissory

note in writing, of even date with these

Presents, am

well and truly indebted to

Harry L. Fay, and Sarah P. Fay,

in the full and just sum of FIVE THOUSAND and no/100 (\$5,000.00) DOLLARS,

(\$250.00) DOLIARS on February 12, 1953, and a like sum on the 12th day of each and every succeeding Calendar month thereafter, until paid in full; with the right, however, to anticipate after Eighteen (18) months from date, by the payment of any part or all before maturity,

, with interest thereon from date

at the rate of 81x per centum per annum, to be computed and paid

semi-annually,

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

, the said

Marvin D. Westmoreland,

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Harry L. Fay, and

Sarah P: Fay,

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

consideration of the further sum of Three Dollars, to me, the said Marvin D. Westmoreland,

, in hand well and truly paid by the said

Harry L. Fay, and Sarah P

/ at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, and Sarah P.Fay, sold and released, and by these Presents do grant, bargain, sell and release unto the said Harry L. Fay, / their heirs and assigns,

All that piece, parcel or lot of land, with all improvements thereon, in Greenville Township, Greenville County, State of South Carolina, in City of Greenville, on northern side of Cleveland Street, being shown and designated as Lot Number Forty Seven (No. 47) on plat of McDaniel Home Sites, recorded in R.M.C.office in Plat Book "P" at page 87, and, according to said plat and a more recent survey by J.L.Hunter, Sur., Nov. 6, 1948, entitled Property of R.O.Tuten, Greenville, S.C., having the

BEGINNING at iron pin on northern side of Cleveland Street, which point is 155 feet westerly from the intersection of Cleveland and Newman Streets, at joint front corner of Lots Nos. 47 and 48, and running thence along northern side of Cleveland Street, S. 85-50 W. 75 feet to iron pin, the joint front corner of Lots Nos. 46 and 47; thence along the common line of said last mentioned lots, N. 4-10 W. 185 feet to an iron pin; thence N. 85-50 E. 75 feet to iron pin, joint rear corner of Lots Nos. 47 and 48; thence along the common line of said last mentioned lots, S. 40-10 E. 185 feet to iron pin on Cleveland Street, the point of beginning.

This is the same property conveyed to me by Ralph O. Tuten by deed dated Nov.4,1949, recorded in R.M.C. office in Vol.395, at page 330.

ALSO: All that other piece, parcel or lot of land in said City, Township, County and State, on northern side of Cleveland Street,

Paid and Satisfied on fuce this 17741 day of way 1934 thanks. Fay Dustly R. Jag Mortgages