FILED GREENVILLE CO. S. C.

The State of South Carolina,
County of GREENVILLE

OCT 25 12 52 PM 1957

OLLIE FARMSWORTH R. M.C.

## To All Whom These Presents May Concern:

JOHN S. McCUTCHEON AND JOANNE B. McCUTCHEON

SEND GREETING:

Whereas, We, the said John S. McCutcheon and Joanne B. McCutcheon,

in and by our certain promissory note in writing, of even date with these the terms of which are incorporated herein by reference presents,/ are well and truly indebted to Charles H. Kirtley and Mary Kathryn Kirtley

in the full and just sum of Six Thousand Five Hundred and No/100ths (\$6,500.00) Dollars, to be paid as therein stated

, with interest thereon from October 31, 1957

at the rate of 5 3/4 per centum per annum, to be computed and paid as provided in said

promissory note

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, then 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 attorney's 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 S. McCutcheon and Joanne B. McCutcheon

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Charles H. Kirtley and Mary Kathryn Kirtley

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

consideration of the further sum of Three Dollars, to us , the said John S. McCutcheon and Joanne B. McCutcheon,

, in hand well and truly paid by the said Charles H. Kirtley and Mary Kathryn Kirtley,

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained,

sold and released and by the Presents do grant, bargain, sell and release unto the said CHARLES H. KIRTLEY AND MARY KATHRYN KIRTLEY:

All that piece, parcel or lot of land situate, lying and being on the Eastern side of Broughton Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the greater portion of Lot No. 1 as shown on a plat prepared by Dalton and Neves, dated July 1951, entitled "Property of R.M. Gaffney and C.E. Robinson, Junior" and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book AA at page 133 and a small portion of Lot No. 42, Section H as shown on a plat of Croftstone Acres, prepared by C.B. Dawsey, dated August 1946, and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book S at pages 78 and 79, and having according to a more recent plat prepared by Piedmont Engineering Service, dated October 21, 1957, entitled "Property of John S. McCutcheon and Joanne B. McCutcheon" and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book NN at page 181 the following metes and bounds:

(continued-reverse side)

For Satisfaction See Q. E. M. Book 952 Page 210

SAMISPIED AND CANADA OF PROCEED

AB DAY OF Meh. 1964

Ollie Farnsworth

B. H. G. 509 January O. 26062