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GREENVILLE CO. S. C. BULK '769 PAGE 159

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DEC 16 3.13 PM 1958

OLLIE FARMS WORTH R. M.C.

To All Whom These Presents May Concern:

WE, MAYS L. CAPPS AND MADGE S. CAPPS,

SEND GREETING:

Whereas, WE, the said MAYS L. CAPPS AND MADGE S. CAPPS

in and by OUR certain PROMISSORY

note in writing, of even date with these

Presents, ARE well and truly indebted to H. F. McINTYRE AND EMMA E. McINTYRE in the full and truly indebted to H. F. McINTYRE

in the full and just sum of ONE THOUSAND SEVEN HUNDRED FORTY-THREE AND NO/100 (\$1,743.00) DOLLARS

to be paid as follows: FIFTY AND NO/100 (\$50.00)

Dollars on the 16th day of January, 1959, and FIFTY and No/100
(\$50.00) Dollars on the 16th day of each and every month thereAFTER UNTIL THE ENTIRE AMOUNT HAS BEEN PAID.

, with interest thereon from DATE

at the rate of 6 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 MAYS L. CAPPS AND MADGE S.

CAPPS

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said H. F. MCINTYRE

and Emma E. McIntyre

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

consideration of the further sum of Three Dollars, to US, the said MAYS L. CAPPS AND MADGE S. CAPPS, in hand well and truly paid by the said H. F. McINTYRE AND

EMMA E. McINTYRE 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 H. F. McINTYRE AND EMMA E. McINTYRE, THEIR HEIRS AND ASSIGNS, FOREVER,

ALL THAT PIECE, PARCEL OR TRACT OF LAND IN SALUDA TOWNSHIP, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 116.2 ACRES, MORE OR LESS, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN CENTER OF HART'S BRIDGE ROAD, CORNER OF ARTHUR SUTHERLAND'S ESTATE AND J. T. CHAPMAN'S LAND AND RUNNING THENCE ALONG HART'S BRIDGE ROAD, NORTH 76 E. 12.00 CHAINS TO A POINT AT THE INTERSECTION OF ROAD LEADING TO SLATER MILL; THENCE ALONG THE CENTER OF HART'S BRIDGE ROAD AS A LINE IN A NORTHERLY DIRECTION 22.50 CHAINS, MORE OR LESS, TO AN IRON PIN; THENCE NORTH 32½ WEST 23.70 CHAINS TO AN IRON PIN; THENCE NORTH 36 WEST 6.60 CHAINS TO AN IRON PIN; THENCE NORTH 36 WEST 18.30 CHAINS TO A STONE IN BRANCH; THENCE WITH SAID BRANCH AS A LINE IN A SOUTHWESTERLY DIRECTION 15.40 CHAINS TO A SWEET GUM; THENCE SOUTH 45 WEST 17.50 CHAINS CROSSING THE GREENVILLE AND NORTHERN RAILWAY TO A STONE AT CORNER OF LAND OF ARTHUR

SCIESTED ART CARCILLE OF BOOK

NO N. C. FOR GREENVELLE COUNTY, E. S.