NAY 12 | 17 PH B. BOOK 786 BALL 299

## THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

CILIE STATE STA

## To All Whom These Presents May Concern:

We, Thomas Earle Barnum and Frances Tench Barnum

SEND GREETING:

Whereas, we , the said Thomas Earle Barnum and Frances Tench Barnum in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to Hardy P. Fennell, Jr.

in the full and just sum of Two Thousand, One Hundred, Seventy and 71/100(\$2,170.71)

Dollars , to be paid at the rate of Fifteen and no/100 (\$15.00) Dollars per month, beginning on September 1, 1959

, with interest thereon from date

at the rate of 5 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 Thomas Earle Barnum and Frances

, in consideration of the said debt and

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

Fennell, Jr.

Tench Barnum

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

consideration of the further sum of Three Dollars, to us , the said Thomas Earle Barnum and Frances Tench / , in hand well and truly paid by the said Hardy P. Fennell, Jr.

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 Hardy P. Fennell, Jr., his heirs and assigns, forever:

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot No. 177 on revised map No.5 of Sans Souci Heights, recorded in Plat Book BB at Pages 90-91, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Langston Drive at the joint front corner of Lots 176 and 177 and running thence with the line of Lot No. 176, N. 21-06 W. 155.8 feet to an iron pin; thence S.68-54 W. 84.8 feet to an iron pin joint rear corner of Lot 177 and Lot 178; thence with the line of Lot 178, S. 21-06 E. 143.6 feet to an iron pin on Langston Drive; thence with said Drive, N. 77-01 E. 85.8 feet to the beginning corner.

Being the same premises conveyed to mortgagees by mortgagor by deed dated May 12, 1959.

It is understood that this mortgage is junior in lien to a mortgage held by Fidelity Federal Savings & Loan Association.

SACTISMENT AND CANCELLED ON RECORDS

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