

VOL 382 PAGE 85 FILED GREENVILLE CO. S. C.

The State of South Carolina,

County of GREENVILLE

MAR 3 4 07 PM 1940

OLLIE FAIRSWORTH R. M. C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, the said **Necessities, Limited,** **Delaware** a corporation chartered under the laws of the State of ~~South Carolina~~ in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to **R. M. Caine** in the full and just sum of **Thirty-five Thousand (\$35,000.00) Dollars** , to be paid in semi-annual installments of **\$2,500.00** on each **September 2** and **March 2** until **March 2, 1950**, when the balance will mature and be due and payable in full. The right and privilege is given to anticipate in full or in part at any time , with interest thereon from date at the rate of **6** 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 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 the said **Necessities, Limited,** , in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said **R. M. Caine** according to the terms of the said note, and also in consideration of the further sum of **Three Dollars**, to it the said **Necessities, Limited,** , in hand well and truly paid by the said **R. M. Caine** at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by the Presents does grant, bargain, sell and release unto the

said **R. M. Caine**, all that lot or parcel of land in **Greenville County, School District 8AB**, situate, lying, and being on the **North side of Gordon Street in Judson Mills No. 2 Village** in the county and state aforesaid, being known as **Lots 39 and 40 on plat of property of J. M. Harris known as Highland** recorded in the **R. M. C. Office for Greenville County in Plat Book "C" at page 146** and having according to a survey by **R. E. Dalton, Engineer, December 1942**, the following metes and bounds, to-wit:

BEGINNING at an iron fence post on the **N. side of Gordon Street**, said post being **130 feet W. from the N.W. corner of the intersection of Gordon Street and Virginia Avenue** and running thence **N. 15-10 W. 240 feet** to an iron fence post; thence **S. 74-50 W. 123.6 feet** to a stake on the **E. side of the right of way of Piedmont and Northern Railway Company**; thence with said right of way **S. 1-32 W. 250.5 feet** to an iron fence post on the **N. side of Gordon Street**; thence along the **N. side of Gordon Street N. 74-50 E. 196 feet** to the beginning corner, this being the same property conveyed to the mortgagors by deed of the **Trustees of Parker School District 8A** recorded in the **R. M. C. Office for Greenville County in Volume 293 at page 178.**

*Handwritten notes:*  
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 1-22-50  
 29 January  
 5-22-47  
 D. L. ...