

JUN 15 10 42 AM 1948

State of South Carolina,

OLLIE FARNSWORTH
R. M. C.

COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

We, Helen B. Dougherty and W. M. Batson

SEND GREETING:

Whereas, we the said Helen B. Dougherty and W. M. Batson

in and by our certain Promissory note in writing, of even date with these presents, are well and truly indebted to F. W. Symmes

in the full and just sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, to be paid on or before one (1) year after date

with interest thereon from date at the rate of Six (6%) per cent. per annum, to be computed and paid 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, 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and his Heirs and Assigns forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville

County, State aforesaid, on the East side of the Buncombe Road (U.S. Highway # 25), also on the East side of the Old Rutherford Road, and on the West side of Furman Hall Road and Cherrydale Drive, and being more particularly described and shown on survey and plat by Dalton & Neve, November 1944, recorded in Plat Book "H", Page 109, R.M.C. Office for Greenville County, as follows:

BEGINNING at an iron pin on the East side of said Buncombe Road, said iron pin being at Southwest corner of a tract of land conveyed by the Grantor to Greenville Industries, Inc., and running thence with the line of said property, now or formerly, of Greenville Industries, Inc., S. 87-51 E. 387.5 feet to an iron pin on the West side of Cherrydale Drive; thence with said Drive, S. 25-55 E. 235.3 feet to a stake at the intersection of said Drive and Furman Hall Road; thence with Furman Hall Road, S. 23-10 W. 604 feet to a stake at the intersection of said Road and the Old Rutherford Road; thence with the last mentioned Road, N. 21-28 W. 507.5 feet to a stake at the intersection of said Road and the Buncombe Road (U.S. Highway # 25); thence with the last mentioned Road, N. 3-50 W. 287 feet to the beginning corner. Being the same premises conveyed to the mortgagors by Drive-In-Theatres of S.C., Inc.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Mortgagee and his Heirs and Assigns forever, And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto said Mortgagee and his Heirs and Assigns, from and against us and our

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim same or any part thereof.

For Release see Book 356 Page 278 and to J. M. Fay, et al. Book 356 Page 282

Paid in full - Satisfied and Cancelled
This 8th day of November - 1948
In the presence of:
J. W. Symmes
B. E. Hudson
John D. Smeak
SATISFIED AND CANCELLED OF RECORD
10 DAY OF Nov. 1948
Ollie Farnsworth