THE STATE OF SOUTH CAROLINA

OCT 14 12 20 PM 1957

COUNTY OF GREENVILLE

QLLE FAR WOWORTH

To All Whom These Presents May Concern:

WE, DAVID L. POWELL and FRANKLIN A. FOLK,

SEND GREETING:

Whereas, We , the said DAVID L. POWELL and FRANKLIN A. FOLK.

in and by Our certain promissory

note in writing, of even date with these

Presents, are well and truly indebted to WM. R. TIMMONS, JR., and W. T. PATRICK

in the full and just sum of ONE THOUSAND THREE HUNDRED SEVENTY-SIX AND NO/100-DOLLARS, to be paid Fifteen and No/100 (\$15.00) Dollars per

DOLLARS , to be paid Fifteen and No/100 (\$15.00) Dollars per month beginning November 20, 1957, with the privilege of anticipating any or all payments,

, 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 DAVID L. POWELL and

FRANKLIN A. FOLK

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said WM. R. TIMMONS, JR., and according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said DAVID L. POWELL and FRANKLIN A. FOLK,

WM. R. TIMMONS, JR., and well and truly paid by the said at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granter, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said DAVID L. POWELL and FRANKLIN A. FOLK, Their Heirs and Assigns:

ALL that certain piece, percel or lot of land in Butler Township, Greenville County, State of South Carolina, and being known and designated as Lot Number 52 of a subdivision known as McSwain Gardens, a plat of which is of record in the R. M. C. Office for Greenville County in Plat Book GG at Page 75, and having the following metes and bounds, to wit:

BEGINNING at a point on the Southern side of Shadydale Court at the joint front corner of Lots 51 and 52 and running thence S 03-02 E 218.3 feet to a point at the joint rear corners of Lots 51 and 52; thence S 80-30 W 85 feet to a point at the joint rear corners of Lots 52 and 53; thence N 10-12 W 238.7 feet to a point on the Southern side of Shadydale Court at the joint front corner of Lots 52 and 53; thence with the Southern side of Shadydale Court N 88-26 E 64.7 feet to a point; thence continuing with the Southern side of Shadydale Court S 84-34 E 50.3 feet to the point of beginning.