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THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

APR 1 12 21 PM 1958

OLLIE FOR SHORTH

## To All Whom These Presents May Concern:

DAVID C. RUTHERFORD

SEND GREETING:

Whereas,

T , the said

David C. Rutherford

in and by

certain

promissory

note in writing, of even date with these

Presents,

am well and truly indebted to

A. J. McKinney

in the full and just sum of Six Hundred Ninety-five and No/100-----

, to be paid Thirty (\$30.00) Dollars per month, said payments to begin May 1, 1958, with a like payment the first day of each month thereafter until paid in full, the aforesaid monthly payments to be applied first to interest at the rate of 6% and the balance of each monthly payment to be applied on principal,

, 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

I , the said

David C. Rutherford

, in consideration of the said debt and

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

A. J. McKinney

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

consideration of the further sum of Three Dollars, to

ne , the said

David C. Rutherford

, in hand well and truly paid by the said

A. J. McKinney

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 A. J. McKinney, his heirs and assigns, forever:

ALL that piece, parcel, and lot of land near the City of Greenville, in Greenville County, South Carolina, situated in Belle Meade Subdivision, shown as Lot No. 123, fronting on West Dorchester Boulevard, according to a plat of "Belle Meade" made by Piedmont Engineering Service, and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book GG at page 95, and described as follows:

BEGINNING at an iron pin on the East side of W. Dorchester Blvd., joint front corner of Lots 122 and 123 and running along the East side of W. Dorchester Blvd., N. 22-08 W. 70 feet to an iron pin the joint front corner of Lots 123 and 124; thence along the joint line of Lots 123 and 124 N. 69-34 E. 180.3 feet to an iron pin on the rear line of Lot No. 89, being the joint rear corner of Lots 123 and 124; thence along the rear line of Lots 89, 90, and 123 S. 16-05 E. 84.65 feet to an iron pin on the rear line of Lot No. 90, said pin being the joint rear corner of Lots 122 and 123; thence along the joint line of Lots 122 and 123 S. 74-30 W. 172.4 feet to an iron pin, the beginning corner.

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