BOOK

JUN 30 9 05 AM 1958

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

## To All Whom These Presents May Concern:

WE, WAYMON KIRKSEY AND LYDIA REE KIRKSEY

**SEND GREETING:** 

the said Waymon Kirksey and Lydia Ree Kirksey Whereas,

in and by our

promissory

note in writing, of even date with these

Presents, are

certain

well and truly indebted to W. E. Bowen

in the full and just sum of Thirteen Hundred (\$1300.00) Dollars

to be paid \$45.00 per month, the first payment to be made on the 5th day of September, 1958, and a like sum on the 5th day of each succeeding month thereafter until the entire amount is paid, the said sum of Forty Five Dollars per month to be applied first to the payment of interest and the balance to the principal, (the failure to make any three consecutive payments of this obligation shall give the mortgagee the right to declare the entire amount thereof due and payable forthwith, at

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 Waymon Kirksey and Lydia Ree

Kirksey, mortgagors

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said W. E. Bowen

mortgagee,

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

consideration of the further sum of Three Dollars, to us , the said mortgagors

, 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, sell and release unto the said W. E. Bowen, his heirs and assigns:

All that tract or lot of land in Bates Township, Greenville County, State of South Carolina, and being known as Lots Nos. 2 and 3 on a plat of Property of G. W. Bridwell recorded in the R. M. C. Office in Plat Book "M", at page 129, and being more particularly described in that certain mortgage to Bertha C. Bowen given by Ethel Davis and Elizabeth Noore dated the 29th day of March, 1948, and recorded in the R. M. C. Office for Greenville County in Mortgage Book 384 at page 263, and being more particularly described by metes and bounds in said mortgage, as follows

BEGINNING at a point on West Road, joint front corner of Lots No. 1 and 2, and running thence with the joint line of baid lots S. 16-09 E. 150 feet; thence S. 67-10 W. 100 feet to First Avenue; thence with said Avenue N. 16-09 W. 150 feet to the intersection of First Avenue with West Road; thence with West Road N. 67-10 E. 100 feet to the point of beginning, lot No. 3 being the same as conveyed to Will and Ethel Davis by George W. Bridwell by deed Mated November 18, 1946 and recorded in the R. M. C. Office for Greenville County in Deed Book

SATISFIED AND CANCES DAY OF Now. 166 Ollie Farnswarth R.M.C. FOR GREEN S. C. S. C. MT 3: 40 O'CLOCK P. 12445 This mortgage has been paid in full and satisfied this 28th day of October, 1968 W.E. Bowen

Witness. mary S. Bowen & M. askmose