MORTGAGE: Form Prepared by Haynsworth, Pers Marion & Johnstone, Attorneys at Luw, Greenville, S. C. OLLIE FARNSWORTH R. M. C.

600K 1199 PAGE 210

## State of South Carolina,

COUNTY OF GREENVILLE

JOHN W. McGUIRE AND VIRGINIA B. McGUIRE SEND GREETING: WHEREAS, We the said John W. McGuire and Virginia B. McGuire
in and by <u>Our</u> certain promissory note in writing, of even date with these presents <u>are</u> well and truly indebted to J. M. Curry
in the full and just sum of Three Thousand and no/100ths
(\$ 3,000.00 ) DOLLARS, to be paid atin Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Six(6_%) per centum per annum,
interest thereon from date hereof until maturity at the rate of Six (
said principal and interest being payable in monthly installments as follows:
Beginning on the 10th day of August , 19 71, and on the 10th day of each succeeding
MONEN of each year thereafter the sum of \$ 71.21, to be applied on the
interest and principal of said note, said payments to continue up to and including the 10th day of
19.74, and the balance of said principal and interest to be due and payable on the 10th day of July
19 74; the aforesaid monthly payments of \$ 91.27 each are to be applied first to
interest at the rate of Six (6 %) per centum per annum on the principal sum of \$.3,000.00 or
so much thereof as shall, from time to time, remain unpaid and the balance of each monthly ment shall be applied on account of principal.
All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.
And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 se-
cured under this mortgage as a part of said debt.  NOW, KNOW ALL MEN, That we, the said John W. McGuire and Virginia B. McGuire.
the better securing the payment thereof to the said
to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US
the said John W. McGuire and Virginia B. McGuire
in hand and truly paid by the said J. M. Curry
at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released,

All that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in Fairview Township, containing 6.22 acres, more or less, excluding highway right of way, and having the following metes and bounds:

and by these Presents do grant, bargain, sell and release unto the said \_\_\_\_J\_M\_Curry\_\_\_\_\_\_

BEGINNING at an iron pin, joint corner with Frank Smith land on line of land of C. A. Parsons and running thence S. 85-53 E. 199 feet; crossing a creek, to an iron pin (old) on the East side of said creek; thence S. 82-35 E. 644.7 feet to an iron pin, corner on line of Henderson; thenceS. 1-00 W. 117 feet to a point in the center of South Carolina Highway No. 418; thence with the center line of said highway S. 65-00 W. 922.2 feet to a point in the center of said highway; corner on land of Frank Smith; thence with the joint line of the Frank Smith property N. 0-02 E. 604.5 feet to an iron pin; the point of beginning, and bounded by lands of C. A. Parson, Lula Mae Henderson, Frank Smith, South Carolina Highway No. 418, land of the mortgagors, and others, North Rubin Creek running through said property.

This is the identical property conveyed to the mortgagors by deed of Don L. Willis, dated July /3, 1971.