GREENVILLE CO. S. C.

PURCHASE MONEY PAGE 313

STATE OF NORTH CAROLINA PAID \$ 2.50 PH'71
COUNTY OF HENDERSON OLLIE FARNSWORTH

OLLIE FARNSWORTH
R.M.C.

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State of South Carolina - Greenville County
This Indenture, Made and entered into this the 31st day of August
by and between
DAVID LAWRENCE DETHERO , part y of the first part,
W. B. W. HOWE of Hendersonville, North Carolina, as Trustee, party of the second part,
and ALEXANDER F. SCHENCK, LAURINDA C. SCHENCK and HENRY H. RHYNE., part les of the third part,
WHEREAS, the said party of the first part is justly indebted to the said part les of the
third part in the sum of NINETEEN THOUSAND EIGHT HUNDRED DOLLARS,
as will more fully appear by reference toODEcertain promissory note executed by the said David Lawrence
Dethero. bearing even date with these presents, payable to
said part les of the third part as set out in said note, copy of which is attached hereto and made a part hereof,
and bearing interest from date till paid, at the rate of six per centum per annum; interest payable annually.
AND, WHEREAS, the part Y. of the first partisdesirous of securing the said debt; NOW, THEREFORE, THIS INDEN-
TURE WITNESSETH, that, for and in consideration of the premises, and the sum of TEN DOLLARS, to the said part_Y of the first
part paid by the said party of the second part, the receipt of which is hereby acknowledged, the said part_Y of the first part ha_S
bargained, sold, conveyed and confirmed, and by these presents do es. bargain, sell, convey and confirm unto the said party of the
second part,heirs, successors, and assigns, forever, the following described piece or parcel of land, situate, lying
and being in Green River Township, County of Henderson, and State of North Carolina; and in Greenville
County, South Carolina:

BEGINNING on a poplar near the branch in North Carolina, running South 25° East 80 poles to a stake near the South Carolina line; thence South 60° East 160 poles to a Spanish Oak; thence North 30° East to Henson Anders' line; thence with Anders' line to a stake in the State line; thence South 84° West 24 poles to a black gum near the head of the branch; thence with the branch, westerly to the BEGINNING, containing 139 acres more or less. Said property is known as "The Big Spring Place" and is the same land described in deed from Rachel R. Johnson to Roland Hughes, et al, dated June 23, 1903, recorded in the office of the Register of Deeds for Henderson County, North Carolina, in Deed Book 45 at Page 486, and in the R. M. C. Office for Greenville County, South Carolina, in Deed Volume 89 at Page 213.

This Deed of Trust is executed to secure the balance of the purchase price of the above-described real estate.

In the event of default under the terms of the note hereby secured, party of the second part, Trustee as aforesaid, shall exercise the power of sale hereinafter set out as to that portion of the above-described real estate which is located in Henderson County, North Carolina, and shall apply the net proceeds of said foreclosure sale to the discharge of the debt and interest represented by the note hereby secured. Thereafter, if any balance remains unpaid on said note, said Trustee shall institute suit in Greenville County, South Carolina, for the foreclosure of this deed of trust on that portion of the above-described real estate which is located in said County and State.

TO HAVE AND TO HOLD aforesaid piece. or parcel of land, with all appurtenances, unto the said party of the second part, his beirs and assigns forever. And the said party of the first part, represent S to and covenantS with the said party of the second part, his beirs and assigns, that he is selzed in fee of the premises aforesaid, and ha S the right to convey the same in fee timple; that the same are free from all incumbrances, and that he will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

THIS CONVEYANCE is made in this special trust, nevertheless, that said party of the second part. ...his. .. heirs and assigns, shall hold said land for the following and no other purposes, to-wit: If the part_y... of the first part shall fail to pay the aforesaid sum of money or any part thereof, promptly, as it or any part thereof shall become due, or shall fail to pay any part of the interest that may accrue thereon, promptly, as the said interest may become due, or shall fail to keep the buildings erected and to be erected on said land insured strictly in accordance with the promise of the said part_y... of the first part, as hereinafter set forth, or shall fail to pay the taxes on said land within the time prescribed by law for their payment, then at any time before such default is made good.