APR 19 40 59 AFL WARD

## THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Mali FALASAORIA

## To All Whom These Presents May Concern:

We, J. G. Berryhill and Ella Berryhill

SEND GREETING:

Whereas, , the said J. G. Berryhill and Ella Berryhill

in and by our certain promissory

note in writing, of even date with these

Presents. are

well and truly indebted to

Charlie Alberson

in the full and just sum of ONE THOUSAND, THREE HUNDRED AND NO/100 - -

(\$1,300.00) to be paid in monthly instalments of THIRTY-FIVE AND NU/ 100 - (\$35.00) DOLLARS each, beginning on the 17th day of May, 1948 and continuing on the 17th day of each and every successive calendar month thereafter until the full principal debt has been paid, said payment to be applied first to interest and then to the principal balance due from month to month, with privilege of anticipating payment of any part or all of the principal debt at any time

, with interest thereon from date

at the rate of five 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 J. G. Berryhill and Ella Berry-, the said

hill

, in consideration of the said debt and

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

Charlie Alberson

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

consideration of the further sum of Three Dollars, to us , the said J. G. Berryhill and Ella

Berryhill

, in hand well and truly paid by the said

Charlie Alberson

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 Charlie Alberson, his heirs and assigns forever:

"All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, about two and one-half miles from Greenville Courthouse, on the north side of Finlay Bridge Road, also known as Cedar Lane Road, and being known and designated as Lot No. 9, of the J. A. Finlay lands, and having the following metes and bounds, to-wit:

\*BEGINNING at a stake on the north side of Finlay Bridge Road, joint corner of Lots 9 and 10, and running thence along the line of Lot 10, N. 9 3/4 E. 210 feet to a stake; thence N.  $80\frac{1}{4}$  W. 105 feet to a stake, corner of Lots Nos. 8 and 9; thence along the line of Lot No. 8, S. 9 3/4 W. 210 feet to stake on Finlay Bridge Road; thence with said road, S. 80 E. 105 feet to the beginning corner. Being the same property conveyed to us by J. T. Fonville by deed dated April 20, 1946 and recorded in the R. M. C. office for Greenville County in Vol. 293, at page 338."