

GREENVILLE CO. S. C.

JAN 6 9 07 AM 1955

State of South Carolina
County of ~~Bixbees~~ GREENVILLE

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

We, James E. Milligan and Willie Mae W. Milligan

SEND GREETINGS:

Whereas, we the said James E. Milligan and Willie Mae W. Milligan in and by our certain promissory note in writing, of even date with these presents, am (are) well and truly indebted to HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, in the full and just sum of Twenty-five Hundred and No/100 Dollars, (\$2500.00) payable at the offices of said Association at Easley, South Carolina, with interest at the rate of Six per centum (6%) per annum, to be repaid in installments of Fifty and No/100 (\$50.00) Dollars, due and payable upon the first day of each and every calendar month hereafter until the full principal sum with interest has been paid, said monthly installment to be applied first to the payment of interest, computed monthly on the unpaid balance, and then to principal; 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, 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; said note further providing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That we the said James E. Milligan and Willie Mae W. Milligan, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us the said James E. Milligan and Willie Mae W. Milligan, in hand and truly paid by the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, at and before the signing of these Presents, the receipts whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said HOME BUILDING & LOAN ASSOCIATION, Easley, South Carolina, its successors or assigns:

All that piece, parcel or lot of land in Oaklawn Township, County of Greenville, State of South Carolina, on the Greenville road and being more particularly described, according to a plat thereof made by J. Coke Smith, Surveyor, November 26, 1945, as follows:

BEGINNING at a point on the Greenville Road in line of lands of Leslie and Paxton and running thence along said road N. 00-10 W. 208.75 feet to an iron pin at said road; thence N. 74-15 E. 208.75 feet to an iron pin in lands of Lula R. Paxton; thence S. 00-10 E. 208.75 feet to an iron pin in line of lands of Leslie; thence S. 74-15 W. 208.75 feet to the beginning.

Being the same premises conveyed to the mortgagors by Aubrey Smith by deed recorded in Deed Book 478 at Page 13, and dated May 5, 1953.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Premises before mentioned unto the said HOME BUILDING & LOAN ASSOCIATION, its Successors or Assigns forever. And I (we) do hereby bind myself (ourselves), my (our) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said HOME BUILDING & LOAN ASSOCIATION, its Successors or Assigns, from and against myself (ourselves), my (our) Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the name or any part thereof.

For registration of deed...

RECORDED AND INDEXED BY REGISTRY
JAN 11 1955
OLLIE FARNSWORTH
R.M.C.