MORTGAGE OF REAL ESTATE

BAND & WHITE, PRINTERS, SPARTANBURG, S. C. 148732

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Ian Irby, of Greenville County, S. C. SEND GREETING:

WHEREAS, I, the said Ian Irby

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Citizens Lumber Company

in the full and just sum of Three Hundred $300.00 Dollars to be paid: one year after date

Filed Recorded by Sam Parker Register of Mesne Conveyance June 23 A.D. 1938 No. 8-2093. E. Lanham MASTER

Foreclosure Fee Judgment Roll

Attest Nellie M. Smith Dep. R. M. C. at 4:30 P.M. #7746

with interest thereon from date at the rate of seven per cent. per annum, to be computed and paid semi-annually 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, then 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; said note further providing for an attorney's fee of ten per cent of the amount, 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 the said Mortgagor....., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee..... according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor..... 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 and release unto the said Mortgagee....., and its Successors Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Ward 5 of the City of Greenville Township, Greenville County, State aforesaid,

on the south side of Darlington Street, and designated as lot no. 5 on a plat of the S. G. Mayfield property, recorded in the R. M. C. Office for said Greenville County in Plat Book A page 229, having the following metes and bounds:

Beginning at the corner of Emma Franklyn's lot on south side of said street, thence along her line S. 18 W. 100 feet to a stake on line of lot no. 6; thence S. 72 E. 51 feet to stake on said lot; thence N. 18 E. 100 feet to stake on Darlington Street; thence along said street N. 72 W. 51 feet to the beginning point, being the same lot conveyed to Susie Irby by Emma Franklyn, December 3, 1912, and conveyed to me, the said Ian Irby by John McHardy Mauldin, as Executor of the last will of Susie Irby, deceased, by deed dated February 8, 1923, see Volume 65, page 281, said R. M. C. Office.

This mortgage is junior in rank to a mortgage heretofore executed by me to I. A. Poe for Four Hundred ($400.00) Dollars, recorded in Mortgage Book 244, page 203, R. M. C. Office for Greenville County.