

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

In J. H. Beneyfield, of Greenville County, State of South Carolina,

WHEREAS, I, the said J. H. Beneyfield

SEND GREETING:

in and by my certain Promissory note in writing, of even date with these presents, well and truly indebted to Wm. R. Timmons

in the full and just sum of Three Hundred, Thirty & No/100 (\$330.00) Dollars to be paid: ninety (90) days after date,

Satisfied in full this 8th of March 1946 of Wm. R. Timmons

#3928 SATISFIED AND CANCELLED BY RECORD 9th DAY OF March 1946 Ollie Jamnawalt R.M.A. OF GREENVILLE COUNTY, S.C. AT 9:15 O'CLOCK

with interest thereon from date at the rate of six

per cent per annum, to be computed and paid 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 (10%) per cent of the amount due thereon,

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, 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 his

Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Chick Springs Township, Greenville County, State aforesaid,

on the South side of U. S. Highway No. 29, and having the following metes and bounds: Beginning at a stake on the South side of U. S. Highway No. 29, corner of property of W. S. Edwards, and running thence with the line of said property, S. 39 E. 282 feet to a stake on the P. & N. Railroad right-of-way; thence with said right-of-way S. 59 E. 60 feet to a stake; thence N. 39-30 W. 272.5 feet, more or less, to a stake on U. S. Highway No. 29; thence with the Southern side of said Highway N. 50-15 E. 60 feet to the beginning corner; being the same property conveyed to J. H. Beneyfield by W. F. Morrow by deed dated January 14, 1942, to be recorded in the R. M. C. Office for Greenville County, S. C.

It is understood and agreed that this mortgage is junior in lien to the mortgage executed by J. H. Beneyfield to Fidelity Federal Savings and Loan Association, Greenville, S. C., in the sum of \$1200.00, dated January 22, 1942.