

STATE OF SOUTH CAROLINA,

County of Greenville

REC'D  
MAR 20 11 14 AM 1953

To all Whom These Presents May Concern:

WHEREAS . We, W. S. Shaw and Lottie Belle V. Shaw, are well and truly indebted to David Lee Acton

in the full and just sum of Twenty-Three Hundred, Fifty-Three and 09/100 - - - - (\$2353.09 ) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows: in monthly instalments of One Hundred, Twenty-Four and 08/100 - (\$124.08) Dollars each, beginning on the first day of April, 1953, and continuing on the first day of each and every succeeding month thereafter until the principal debt has been paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month,

with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said W. S. Shaw and Lottie Belle V. Shaw

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before the sealing and delivery 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

David Lee Acton , his heirs and assigns forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the west side of West Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot 11 on plat of property of J. R. West made by Dalton & Neves, Engineers, December 1939 and recorded in the R. M. C. office for Greenville County, S. C., in Plat Book D, pages 312-317 and having according to said plat and a recent survey made by R. E. Dalton, May 11, 1947 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of West Avenue at joint front corner of Lots 10 and 11, said pin being 609 feet north from the northwest corner of the intersection of Easley Bridge Road and West Avenue and running thence with the line of Lot 10, S. 73-45 W. 170.5 feet to an iron pin; thence N. 14-45 W. 66 feet to an iron pin; thence with the line of Lot 12, N. 73-45 E. 171 feet to an iron pin on the west side of West Avenue; thence with the west side of West Avenue, S. 14-30 E. 66 feet to the beginning corner; being the same conveyed to us by David Lee Acton by deed of even date herewith, not yet recorded.

As additional security to this mortgage, the mortgagors herein have assigned a note and mortgage in the sum of \$2,329.04 executed by Jarvis H. Johnson to W. S. Shaw, and the payments made on the Johnson mortgage shall be applied as payments on the within mortgage. Upon payment in full of this note and mortgage the mortgage of Jarvis H. Johnson shall be re-assigned to the mortgagors herein should there be any balance due thereon.

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 said premises unto the said

David Lee Acton , his

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us , our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

*In assignment see R. E. M. Book 5-68, Page 402*