

## STATE OF SOUTH CAROLINA,

County of Greenville

## To all Whom These Presents May Concern:

WHEREAS We, L. A. Burgess and Ruby H. Burgess, of Greenville County, S. C., are well and truly indebted to J. P. Tribble

in the full and just sum of Four Thousand and No/100 - - - - - (\$ 4,000.00 ) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows: in monthly instalments of Forty and No/100 (\$40.00) Dollars each, beginning on the first day of August, 1953, and continuing thereafter on the First day of each and every succeeding calendar month until the full principal debt has been paid, said payment to be applied first to interest, and then credited to the principal balance which may be 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 L. A. Burgess and Ruby H. Burgess

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 J. P. Tribble, 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 Gantt Township, and being known and designated as all of Lot No. 1, and a portion of Lot No. 2, of the property of W. P. Kerns, according to a survey thereof made by W. J. Riddle, Surveyor, on August 8th, 1941, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeast corner of the intersection of the White Horse road and a plantation road, and running thence along the center of said plantation road, N. 55-05 E. 150 feet to an iron pin; thence S. 55-15 E. 115 feet to an iron pin at the rear corner of the lot heretofore conveyed to the Gospel Mission, which point is 15 feet east of the joint rear corner of Lots Nos. 1 and 2; thence along the line of the Gospel Mission lot on a line parallel with lots Nos. 1 and 2, and 15-foot distance therefrom, S. 55-05 W. 150 feet to an iron pin at the corner of said lot, on the northeast side of said White Horse Road; thence along the northeast side of the White Horse Road; thence along the northeast side of the White Horse Road, N. 55-15 W. 115 feet to the beginning corner.

The above described lot is the same as conveyed to us by J. P. Tribble by deed of even date herewith, not yet recorded. This is a second mortgage executed in payment of a portion of the purchase price, and is junior to the lien of a mortgage executed by us to First Federal Savings and Loan Association of Greenville, S.C., in the sum of \$2300.00.

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

J. P. Tribble, 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.