THE STATE OF SOUTH CAROLIN COUNTY OF Greenville

certain

and AFRENVILLE CO. S. C.

Alig 26 10 29 Ail 1555

## To All Whom These Presents May Concern:

I, Malcolm L. Kelly

SEND GREETING:

Whereas, Ι

, the said Malcolm L.Kelly

in and by

promissory

note in writing, of even date with these

Presents, am

well and truly indebted to Charles Underwood

in the full and just sum of Twenty-seven Hundred and Ten and NO/100(\$2710.00) , to be paid in monthly installments from date at the rate of Two Hundred(\$200.00) Dollars per month until paid in full

, with interest thereon from

date

at the rate of 7 per centum 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. 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That

I , the said

Malchim L. Aelly

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

Charles Underwood

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to mo , the said Malcolm L.Kelly

, in hand well and truly paid by the said Charles Underwood

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, sell and release unto the said Charles Underwood , and his heirs and assigns, all of that certain lot of land, with improve menths thereon, located in said State and County, Chick springs Township near Pleasant Grove Baptist Church and on the East side of Buncombe Road (Road to Felham), and being all of lot No.5, according to Plat of Property of woss O.Black and Zobedia Black, made by W.P. Morrow, Surveyor, dated Dec., 1952, and having, according to said Plat, the following courses and distances:-

BEGINNING at an iron pin on the East bank of said Road, joint front corner of lots 1 and 5 thereon and runs thence N.86-00 E. 104 feet to an iron pin at the joint rear corner of lots 2 and 5; thence N.19-23 W.95.8 feet to an iron pin at the joint rear corner of lots 2,3,4 and 5; thence S.22-40 W.131 feet to an iron pin on the East benk of said Road; joint front corner of lots 4 and 5; thence with the the East bank of said Road S.35-55 E.100 feet to the point of beginning and being all of the same lot of land conveyed to me by Cherles Underwood d by deed dated the 25thday of June 1 1953 and recorded in the Office of R.M.C. for Greenville County in ODeed Book Voh., 482 at page 334. this mortgage being given to better secure a part of purchase price for said land. It is understood and agreed that this is a second mortgage, the first mortgage being held by itizens B.&.L.Assoc., of Greer, S.C.

attest: Nellie M. Smith Deputy-R.M.C. may 18-1956 at 10:00 a.m. #12713

9-4181 E. Inman