ROT TO AL THE

THE STATE OF SOUTH CAROLINA

COUNTY OF

GREENVILL

JAN 21 11 21 AM 1956

OLLIE FARNSWORTH

## To All Whom These Presents May Concern:

I, BERTHA HASTY OWEN

SEND GREETING:

Whereas, I , the said

, the said Ber

Bertha Hasty Owen

in and by my

certain

note in writing, of even date with these

Presents, am

well and truly indebted to

O. T. Weaver

in the full and just sum of Five Thousand Two Hundred and No/100ths - - - -

promissory

. Dollars , to be paid in monthly installments of \$96.95 each, beginning on the 1st day of February 1956 and ending on the first day of January, 1961,

, with interest thereon from

date

at the rate of  $4\frac{1}{2}$  per centum per annum, to be computed and paid monthly. The aforest payments to be applied first to interest and the balance to principal 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

, the said

Bertha Hasty Owen

, in consideration of the said debt and

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

O. T. Weaver

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

consideration of the further sum of Three Dollars, to me , the said Eertha hasty Owen in hand well and truly noid by the roid of Three Dollars, to me , the said Eertha hasty Owen

, in hand well and truly paid by the said O. T. Weaver

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granter, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said O. T. Weaver, his heirs and assigns, forever:

All that certain piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot # 5 of the Estate of B. M. McGee as shwon on a plat recorded in the R. M. C. Office for Greenville County in Plat Book D at page 161, together with an adjacent strip having a depth of 19 feet more or less and a frontage of 140 feet more or less. The aforementioned strip extending from the boundary of Lot # 5 above mentioned to the center line of the Old Paris Mountain Road, now abandoned.

The within mortgage is a second mortgage, being junior in lien to another mortgage given by the mortgagor to Fidelity rederal Savings & Loan Association in the amount of \$5,500.00 and to be recorded.