

APR 25 3 11 PM '49 VOL 423 PAGE 313

STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS I, Roy W. Bomar, of Greenville County, am well and truly indebted to Cain & Earle, Attorneys

in the full and just sum of One Hundred and No/100 - - - - - (\$ 100.00 ) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows:

On or before ninety (90) days after date

with interest from date at the rate of six per centum per annum until paid; interest to be computed and paid quarterly and if unpaid when due to bear interest at same rate as principal until paid, and I 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 I, the said Roy W. Bomar

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 me 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 Cain & Earle, Attorneys, their 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 Ward One of the City of Greenville on the North side of Harvley street, and being known and designated as Lot No. 6 of the property of W. L. Jordan, et al., as shown on plat thereof recorded in the R. M. C. office for Greenville County in Plat Book E, at page 214, and having the following notes and bounds, to-wit:

"BEGINNING at an iron pin on the North side of Harvley street at the corner of Lot No. 5, which point is 350 feet East of the intersection of Rutherford street, and running thence along the line of Lot No. 5, N. 1-56 E. 105.8 feet to an iron pin at the rear corner of said lot; thence S. 87-05 E. 26.5 feet to an iron pin; thence S. 38-0 E. 23.5 feet to an iron pin at the rear corner of Lot No. 7; thence along the line of said Lot No. 7, S. 1-56 W. 105.4 feet to an iron pin on the North side of Harvley street; thence along the line of said Harvley street, N. 81-04 W. 50 feet to the beginning corner; being the same lot of land conveyed to me by Albert W. Michy by deed dated February 2, 1948, recorded in the R. M. C. office for Greenville County in Deed Vol. 337, page 331.

"This is a second and junior mortgage, being junior to the lien of the First Federal Savings and Loan Association of Greenville."

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 Cain & Earle, attorneys, their heirs Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, their heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Conceded and satisfied in full this first day of December, 1949. Cain & Earle, Attorneys. 30 Nov 49. Witness: M. S. Terry. By: [Signature] H. Earle, Jr. 1020 P 28367