

State of South Carolina,

FILED GREENVILLE CO. S. C.

SEP 24 10 02 AM 1949

County of GREENVILLE

OLLIE FARNSWORTH R.M.C.

Ben F. Griessman

SEND GREETING:

WHEREAS, I the said Ben F. Griessman

and by my certain promissory note in writing, of even date with these presents am well and truly indebted to R. E. Hughes in the full and just sum of Three Hundred Fifty and No/100 (\$350.00) DOLLARS, to be paid at his office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of November 1949 and on the 1st day of each month thereafter the sum of \$20.00 to be applied on the interest and principal of said note, said payments to continue thereafter until paid in full. The aforesaid monthly payments of \$20.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$350.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 Ben F. Griessman in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said R. E. Hughes according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Ben F. Griessman in hand and truly paid by the said R. E. Hughes at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said R. E. Hughes, his heirs and assigns, forever:

All that piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the northwest side of West Hillcrest Drive in that area recently annexed to the City of Greenville in the County of Greenville, State of South Carolina, being shown as Lot 49 on plat of Druid Hills, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book P, page 113, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of West Hillcrest Drive at joint front corner of Lots 48 and 49, and running thence with line of Lot 48 N. 40-04 W. 193.7 feet to iron pin; thence S. 18-17 E. 66.3 feet to iron pin; thence S. 81-28 W. 47.8 feet to iron pin; thence with line of Lot 50 S. 45-23 E. 157.4 feet to iron pin on the Northwest side of West Hillcrest Drive; thence with Northwest side of West Hillcrest Drive N. 48-42 E. 50 feet to the beginning corner.

The above described property is the same conveyed to me by deed of George William Mozingo, Jr. of even date to be recorded herewith.

This mortgage is junior in rank to the lien of that mortgage given by George William Mozingo, Jr. to C. Douglas Wilson Co. in the original sum of \$7,000.00, dated December 14, 1948, recorded in Mortgage Book 408, page 379, R.M.C. Office for Greenville County, S. C.

Witness: R. E. Hughes, Ollie Farnsworth, Ben F. Griessman, dated Sept 21 1949