

STATE OF SOUTH CAROLINA,

County of Greenville

APR 29 1 41 PM 1955

To all Whom These Presents May Concern:

OLLIE FARNSWORTH
R. M. C.

WHEREAS I, Ray L. Herbert, of Greenville County, am well and truly indebted to Crosswell Company

sum of One Thousand, Sixty-Four and 62/100 - - - - - (\$ 1,064.62) Dollars, in the full and just
in and by my certain promissory note in writing of even date herewith, due and payable as follows:
Forty-Five and No/100 - (\$45.00) Dollars on the 27th day of May, 1955 and
Forty-Five and No/100 - (\$45.00) Dollars on the 27th day of each succeeding month thereafter until the principal debt has been paid in full,

with interest from maturity at the rate of seven (7%) 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 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 Ray L. Herbert

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

Crosswell Company, its successors and assigns forever:

All that piece, parcel, or lot of land, with improvements thereon, situate, lying and being in or near the City of Greenville, Greenville County, South Carolina, and being more particularly described as Lot No. 34, Section B, as shown on a plat entitled "A subdivision for Woodside Mills, Greenville, S. C.", made by Pickell and Pickell, Engineers, Greenville, S. C., January 14, 1950 and recorded in the R. M. C. office for Greenville County in Plat Book W, at pages 111-117, inclusive. According to said plat the within described lot is also known as No. 41 West Fifth Street (Avenue) and fronts thereon 78 feet; being the same property conveyed to me by Woodside Mills by its deed dated August 1, 1950 and recorded in the R. M. C. office for Greenville County in Deed Vol. 416, at page 93.

The above described property is shown on the Township Tax Map at Sheet 126, Block 12, Lot 5.

This is a second and junior mortgage, being junior to the lien of a mortgage executed by Ray L. Herbert to General Mortgage Company on August 1, 1950 in the original sum of \$3,050.00, recorded in the R. M. C. office for Greenville County in Mortgage Book 471, at page 201.

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

Crosswell Company, its successors

~~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, its successors ~~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.