

APR 17 1 48 PM 1956

BOOK 675 PAGE 145

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern:

I, Rufus C. Hipps, Jr.

SEND GREETING:

Whereas, I, the said Rufus C. Hipps, Jr.

in and by my certain promissory note in writing, of even date with these

Presents, am well and truly indebted to B. C. Givens

in the full and just sum of Four Hundred - - - - - Dollars

, to be paid one year after date

, with interest thereon from date

at the rate of 6 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 ~~the reasonable amount~~ 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 Rufus C. Hipps, Jr.

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said B. C. Givens

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

consideration of the further sum of Three Dollars, to me, the said B. C. Givens

, in hand well and truly paid by the said B. C. Givens

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 B. C. Givens

his Heirs and Assigns forever:

All that piece parcel or tract of land situate, lying and being in the State and County aforesaid, Austin Township, near the Town of Simpsonville, with the following metes and bounds, to-wit: Beginning in the center of State Highway at or near the intersection of a road leading into the State Highway from the Western side of lands of W. W. Mayfield and running thence along the W. W. Mayfield line S. 54 E. 380 feet to corner; thence N. 20-15 W. 235 feet to corner; thence N. 43 E. 360 feet to corner; in center of said State Highway; thence along center of said Highway S. 24-29 E. 140 feet to bend; thence continuing along center of said Highway S. 17-10 E. 170 feet to the beginning corner, and containing 2 acres, more or less, according to a plat and survey made by J. Mac Richardson, Reg. Land Surveyor in August 1954. Reference to said plat being made and also to a deed from Etta Lou Mayfield, et al to the mortgagor dated September 18, 1954 of record in the Office of the R. M. C. for Greenville County, S. C., in Deed Book 509, page 41.

It is understood and agreed that this is a junior mortgage to the mortgage executed by the mortgagor to B. C. Givens on November 3, 1954 in the principal amount of \$4300.00, of record in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 616, Page 33, said mortgage being still of full force and effect.