

Morrah & Dillard

MORTGAGE OF REAL ESTATE—Prepared by ~~Pratt & Dillard~~, Attorney at Law, Greenville, S. C.

BOOK 807 PAGE 492

The State of South Carolina,

County of GREENVILLE

FILED
GREENVILLE CO. S. C.

NOV 4 2 45 PM 1959

To All Whom These Presents May Concern:

CHARLES E. BARNES and MARY B. BARNES, SEND GREETING:

Whereas, We, the said Charles E. Barnes and Mary B. Barnes,

hereinafter called the mortgagor(s)

in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to

KENRAY CORPORATION

hereinafter called the mortgagee(s), in the full and just sum of EIGHT THOUSAND SEVEN HUNDRED

TWENTY EIGHT AND 45/100 -----DOLLARS (\$ 8,728.45), to be paid

Due and Payable January 10, 1960.

, with interest thereon from date

at the rate of Six (6%)

percentum per annum, to be computed and paid

at Maturity

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 KENRAY CORPORATION, its successors and assigns:

All that certain piece, parcel or lot of land, together with buildings and improvements thereon, lying, situate and being in the City of Greenville, Greenville County, South Carolina, on the western side of Sherwood Street being known and designated as Lot No. 42, on a plat of the subdivision of Cleveland Terrace recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book M, at pages 142 and 143, and having according to a more recent plat entitled "Property of James B. Lancaster, Jr.", made by Piedmont Engineering Service and dated March 6, 1951, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Sherwood Street (also known as Sherwood Court) at the joint front corners of Lots No. 41 and 42 of Cleveland Terrace, which iron pin is located S. 10-52 W., 125 feet from the southwesterly corner intersection of Sherwood Street with Webster Street, and running thence along the line of Lot No. 41, N. 79-08 W., 151 feet to an iron pin on the eastern side of Allen Street; thence along the eastern side of Allen Street S. 32-12 W., 32.3 feet to an iron pin; thence continuing along said side of said street S. 37-08 W., 51.8 feet to an iron pin at the joint rear corner of Lots No. 42 and 43; thence along the line of Lot No. 43, S. 79-45 E., 185.1 feet to an iron pin on the western side of Sherwood Street, thence along the western side of Sherwood Street N. 10-52 E., 75 feet to an iron pin, the point of beginning.

The within mortgage is a second lien to that certain mortgage executed by James B. Lancaster, Jr. in favor of Liberty Life Insurance Company, dated April 18, 1951, recorded in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book 497, at page 231, in the original sum of \$16,000.00, but upon which there is now due a balance in the sum of \$10,771.55.

*Paid in full and satisfied
this date - January 5, 1960*

*Witness
Kenray Corp.
Aubrey C. Shivers
R. L. Callett
Treas.*

*5
Allie J. Smith
4:58 P.M. 1960*