

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, John D. Nance, of Greenville County, South Carolina

WHEREAS, I, John D. Nance, the said John D. Nance SEND GREETING:

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Tup Lucas

in the full and just sum of FOURTEEN HUNDRED & NO/100 (\$1400.00) Dollars to be paid: \$50.00 Feb. 1, 1947 and \$50.00 on the 1st day of each month thereafter until paid in full, said monthly payments to be first applied to interest, balance to principal, with right to anticipate either principal or interest. In the event the first mortgage (recorded in Vol. 225 at page 221) be paid prior to maturity, then monthly payment of \$50.00 shall be due and payable on the first of the next succeeding month, and monthly thereafter.

13th Farnsworth
Dec. 12:02 P.M.
#17617

with interest thereon from December 5, 1939 at the rate of five (5%) per cent. per annum, to be computed and paid as above stated 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, 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due

besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and

his Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

containing 3.59 acres, on the South side of Piney Mountain Road, known and designated as Tract No. 9 of "Clairmont Ridge", property of Arthur S. Agnew, on plat made by Dalton & Neves, Engineers, in September, 1928, recorded in the R. M. C. Office for Greenville County in Plat Book "H" at Page 182, and having, according to said plat, the following metes and bounds, to-wit:-

Beginning at an iron pin on the South side of Piney Mountain Road, at corner of Tract No. 8, and running thence with the line of said tract S. 47-20 W. 818 feet to a point on Clairmont Drive; thence with the Northeastern side of Clairmont Drive as a line to a stake in line of Tract No. 2; thence with the line of Tract No. 2, N. 34-28 W. 215 feet to corner of Tract No. 10; thence with the line of Tract No. 10, N. 48-17 E. 732 feet to an iron pin on Piney Mountain Road; thence with the Southern side of Piney Mountain Road, S. 59-03 W. 200 feet to the beginning corner; being the same property conveyed to John D. Nance by Tup Lucas by deed dated December 5, 1939, and this mortgage is given to secure a portion of the purchase price.

It is understood and agreed by and between the said parties hereto that this mortgage is junior in lien to a mortgage executed by Milton E. McCain and John Roy McCain to Mrs. J. H. Alewine, et al., trading under the firm name of Taylors Lumber Company, dated January 2, 1934, in the original sum of \$5794.00, recorded in the R. M. C. Office for Greenville County in Book of Mortgages "225" at Page 221, upon which there is now due \$4,000.00, with interest from December 5, 1939, at 5%, payable \$50.00 a month.

It is further understood and agreed that in the event of default in the monthly payments of \$50.00 on the first mortgage this mortgage shall become due and collectible.

For value received, I do hereby transfer, set over and assign the within mortgage, and the note which it secures, to H. C. Furr without recourse on me, this November 22, 1940.

Witness:
Ben C. Thornton
Kitty Browne

Tup Lucas

Assignment Recorded Dec. 13-1940 at 12:02 P.M.
#17617