

State of South Carolina

COUNTY OF GREENVILLE

SEP 6 1948

To all Whom These Presents May Come

Greenville Home Builders, Inc.

Whereas, the said Greenville Home Builders, Inc.

in and by its certain Promissory note in writing, of even date with these presents, is well and truly indebted to C. S. Fox

in the full and just sum of Six Thousand and No/100 (\$6000.00) Dollars

, to be paid on or before five months after date

, with interest thereon from date

at the rate of Five (5%) per cent. per annum, to be computed and paid semi-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, 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 thereon, 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, on the southwestern side of Argonne Drive in the City of Greenville, being shown as lot # 23 on Plat of the Property of C. B. Martin made by R.E. Dalton in February 1923, recorded in Plat Book "F" at Page 103 and described as follows:

BEGINNING at a stake on the Southwest side of Argonne Drive 165 feet Northwest from Tomassee Avenue at corner of lot # 24; and thence with line of said lot, S. 48-50 W. 180 feet to a stake; thence N. 41-10 W. 82.5 feet to a stake at corner of lot # 22; thence with line of said lot, N. 48-50 E. 180 feet to a stake on Argonne Drive; thence with the Southwest side of Argonne Drive, S. 41-10 E. 82.5 feet to the beginning corner. Being one of the lots conveyed to the mortgagor by William A. Lynch by deed dated July 21st, 1948, recorded in Volume 354 at Page 20.

The execution of this mortgage is duly authorized by resolution of the Board of Directors of the mortgagor.

It is understood and agreed that the lien of this mortgage is junior to the lien of the mortgage executed by the mortgagor to H.C. Smith and C.S. Fox dated July 21, 1948 in the sum of \$3300.00, recorded in Book of Mortgages 395 at Page 225.

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 Mortgagee and his Heirs and Assigns forever, And it does hereby bind itself, its Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto said Mortgagee and his Heirs and Assigns, from and against it and its successors, Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim same or any part thereof.