STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS We, A. C. Simmons and S. G. Miller, of Greenville County, are well and truly indebted to Frank L. Floyd

in the full and just sum of TWENTY-FIVE HUNDRED AND NO/100 - - - - - - - - - - (\$ 2,500.00) Dollars. in and by our certain promissory note in writing of even date herewith, due and payable as follows: FIFTY AND NO/100 - (\$50.00) DOLLARS on the 15th day of July, 1949 and FIFTY AND NO/100 - (\$50.00) DOLLARS on the 15th day of each and every succeeding month thereafter until paid in full, with privilege of anticipating payment of any part or all of the principal debt at any time

with interest from date at the rate of five 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 we 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 we the said A. C. Simmons and S. G. Miller

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 us 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

Frank L. Floyd, his heirs and assigns forever:

"All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Cleveland Township, in the town of Marietta, having the following metes and bounds, according to a survey made on April 3, 19__, to-wit:

"BEGINNING at a stake on the west side of Cleveland avenue 256 feet southward from the southeast corner of a lot now or formerly of C. A. Johnson, and running thence along said avenue, S. 22 W. $174\frac{1}{4}$ feet to a stake; thence N. 68 W. 250 feet to a stake; thence N. 22 E. $174\frac{1}{4}$ feet to a stake; thence S. 68 E. 250 feet to the beginning corner; being the same lot of land conveyed to us by Jessie P. Newby, et al. by deed dated February 9th, 1949, not yet recorded.

This is a second and junior mortgage, being junior to the lien of the First Federal Savings and Loan Association of Greenville."

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 Frank L. Floyd, his

Heirs and Assigns forever.

Heirs, Executors and Administrators to warrant And we do hereby bind ourselves, our and forever defend all and singular the said premises unto the said mortgagee, his and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

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