

STATE OF SOUTH CAROLINA,

Vol 441 PAGE 196  
County of Greenville

FILED  
GREENVILLE CO. S. C.

OCT 21 3 21 PM 1949

To all Whom These Presents May Concern:

WHEREAS We, Manley DeLoan Whaley and Annie H. Whaley are well and truly indebted to John W. MacNamara and May Ellen MacNamara

in the full and just sum of FOURTEEN HUNDRED AND NO/100 - - - - - (\$1,400.00) Dollars,

in and by our certain promissory note in writing of even date herewith, due and payable as follows: in monthly instalments of THIRTY AND NO/100 - (\$30.00) DOLLARS each, beginning on the 18th day of November, 1949 and continuing on the 18th day of each and every successive calendar month thereafter until the full principal debt has been paid, said payments to be applied first to interest and then to the principal balance remaining due from month to month, with privilege of anticipating payment of any part or all of principal debt at any time

with interest from maturity at the rate of 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 Manley DeLoan Whaley and Annie H. Whaley

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 John W. MacNamara and May Ellen MacNamara, their 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, and in Butler Township, being known as Lot No. 4, Block C, in subdivision known as Fair Heights, as shown on plat thereof recorded in the R. M. C. office for Greenville County in Plat Book F, page 257, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on Dakota Avenue 150 feet south of the intersection of Dakota Avenue and Hanover Street at corner of Lot No. 3, and running thence along Dakota Avenue, S. 31-20 W. 50 feet to an iron pin at corner of Lot No. 5; thence along line of Lot No. 5, N. 59-40 W. 150 feet to an iron pin at the rear corner of Lot No. 9; thence along the line of Lot No. 9, N. 31-20 E. 50 feet to an iron pin corner of Lot No. 3; thence along the line of said Lot No. 3, S. 59-40 E. 150 feet to the beginning corner; being the same lot of land conveyed to us by John W. MacNamara and May Ellen MacNamara by deed of even date herewith, 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, S. C.

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 John W. MacNamara and May Ellen MacNamara, their Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, their Heirs 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.

*Handwritten notes and signatures at the bottom of the page, including names like "John W. MacNamara" and "May Ellen MacNamara".*