

adjoining above described lot, being western one-half (1/2) of that lot known and designated as Lot Number Forty Eight (No. 48) on plat of McDaniel Heights, by Dalton & Neves, Engrs., August 1928, as revised through Sept. 1946, recorded in Plat Book "P", page 87, said R.M.C. office, and, according to said plat, in part, having following metes and bounds, to-wit:

BEGINNING at iron pin on northern side of Cleveland Street, which point is 117 1/2 feet westerly from northwest intersection of Cleveland Street with Austin Street, joint front corner with eastern one-half (1/2) of said Lot No. 48, and running thence N. 4-10 W. 185 feet along western line of said last mentioned property, to iron pin; thence S. 85-50 W. 37 1/2 feet to iron pin, joint rear corner with Lot No. 47; thence along eastern line of Lot No. 47, S. 4-10 E. 185 feet to iron pin on Cleveland Street; thence along northern side of Cleveland Street, N. 85-50 E. 37 1/2 feet to the point of beginning.

This is a part of the property conveyed to me by Annie Lou Newman and J.L. Newman, etc., by deed dated June 7, 1950, recorded in Vol. 411 at page 308 in said R.M.C. office.

This is a first mortgage over the property last hereinabove described, and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage.

This is a second mortgage over the property first hereinabove described, being second and junior to a first mortgage over same, executed by me to Fidelity Federal Savings & Loan Assn., of Greenville, S.C. for the principal sum of \$14,500.00, recorded in Vol. 542 at page 211 on October 8, 1952.

It is understood and agreed that the failure of the mortgagor to pay any installment of taxes, public assessments or insurance premiums, when due, shall constitute a default, and that the mortgagee may, at his option, foreclose this mortgage or pay said items and add the same so paid, to the principal amount of the debt, and they shall bear interest at the same rate. Both as to real property hereinabove described and, also, as to the personal property hereinafter described.

ALSO, ALL THE FOLLOWING DESCRIBED PERSONAL PROPERTY, TO-WIT:
One (1) 1950 Model 4-door Pontiac Sedan Automobile, with Notor and Serial Numbers P8TH31896, South Carolina License No. _____
One (1) one-half (1/2) ton Studebaker Pick-Up Truck, 1951 Model, with Serial Number R5-69432, Motor Number L-R-98408, 2R5, S.C. License No. _____

And, any and all equipment, machinery, tools, parts and implements and accessories, of every nature and kind, any and all supplies and stock in trade, of every nature and kind, in and used in connection with and by Westmoreland's Service Station owned and operated by me, No. 214 E. North Street at corner of Irvine Street in City, Township and County of Greenville, State of South Carolina; allowing for sales in the usual course of trade and business, but to cover and include any and all new purchases, any and all exchanges, replacements, substituted, and/or additional such personal property in such regard.

No one else has any right, title or interest in any of the personal property hereinabove described and mortgagor herein is the sole and exclusive owner of all of same; same are free and clear of any and all liens and encumbrances of any and every kind whatsoever; and all of same are in mortgagor's possession, in City, Township and County of Greenville, South Carolina.

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 Harry L. Fay, and Sarah P. Fay, their

Heirs and Assigns forever. And I do hereby bind myself, my

Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Harry L. Fay, and Sarah P. Fay, their

Heirs and Assigns, from and against myself and my

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.