

by deed dated Nov. 4, 1949, recorded in R.M.C. office in Vol. 395, at page 330.
ALSO: All that other piece, parcel or lot of land in said City, Township, County and State, on northern side of Cleveland Street, adjoining the above described lot, being the western one-half (1/2) of that certain 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, in said R.M.C. office, and, according to said plat, in part, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Cleveland Street, which iron pin is One Hundred Seventeen and one-half (117½) feet westerly from the northwest intersection of Cleveland Street with Austin Street, joint front corner with the eastern one-half (1/2) of said Lot No. 48, and running thence N. 4-10 W. 185 feet along the western line of said last mentioned property, to an iron pin; thence S. 85-50 W. 37½ feet to an iron pin, joint rear corner with Lot No. 47; thence along the eastern line of Lot No. 47, S. 4-10 E. 185 feet to an iron pin on Cleveland Street; thence along the northern side of Cleveland Street, N. 85-50 E. 37½ feet to the point of beginning.

This is a part of the property conveyed to me by Annie Lou Newman and J.L. Newman, as Admr., c.t.a., 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, liens nor other encumbrances over or against same prior to this mortgage.~~

This is a second mortgage over the property as is hereinabove described, being second and junior to a first mortgage over same, same executed by me to the Fidelity Federal Savings & Loan Association of Greenville, S. C., for the original sum of \$14,500.00, recorded in Vol. 542 at page 211 in said R.M.C. office on Oct. 8, 1952; and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage.

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

ALSO: Any and all equipment, machinery, tools, parts, implements and accessories, of every nature and kind, in and used in connection with and by Westmoreland Service Station owned and operated by me at No. 214 E. North Street at corner of Irvine Street, in City, Township and County of Greenville, State of South Carolina; allowing, however, for sales in the usual course of trade and business, but to cover 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 said mentioned and described personal property above, and mortgagor herein is the sole and exclusive owner of all of same; all of 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 the City, township and County of Greenville, State of South Carolina.

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 mortgages may, at their 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, - this both as to the real property and as to the personal property.

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.