

The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern: C. KIRBY HAMMOND

SEND GREETING:

Whereas, I, the said C. Kirby Hammond hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to James P. Moore and Otis P. Moore hereinafter called the mortgagee(s), in the full and just sum of Eighteen Thousand and No/100 - - - - - DOLLARS (\$18,000.00), to be paid .To be paid on January 5, 1955.

, with interest thereon from August 1, 1954 at the rate of Five (5%) percentum per annum, to be computed and paid

January 5, 1955 until paid in full; all interest not paid when due to bear interest at the 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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, sell and release unto the said James P. Moore and Otis P. Moore, their heirs and assigns, forever:

All that lot of land with the buildings and improvements thereon, situated on the southeast side of Augusta Street, in the City of Greenville, in Greenville County, S. C., and having according to a survey made by W. Dalton, Surveyor, July 15, 1954, the following notes and bearings, to-wit:

BEGINNING at an iron pin on the southeast side of Augusta Street in the center of a 13 inch brick wall, said pin also being 250 feet in a southeasterly direction from the point where the southeast side of Augusta Street intersects with the northeast side of University Street, and running thence through the center of said 13 inch brick wall and beyond, S. 17-17 W. 115 feet to an iron pin on the northwest edge of Pitt Street, (known as Terry Alley); thence along the northwest side of Pitt Street, S. 47-47 W. 47 feet to an iron pin; thence N. 47-17 W. to and through the center of a 17 inch brick wall 145 feet to an iron pin on the southeast side of University Street; thence with the southeast side of Augusta Street, S. 17-17 W. 115 feet to the beginning corner.

Together with the mortgagor's interest in and to that 17 inch brick wall lying along the northeast edge of this property, including all rights of the mortgagor to use said wall as a party wall. ALSO, all the above said interest in and to that 13 inch brick wall lying along the southeast side of this property, including all rights of the mortgagor to use said wall as a party wall.

This mortgage is junior in rank to the lien of that mortgage given by James P. Moore and Otis P. Moore to Carolina Life Insurance Company for the original amount of \$30,000.00.

RECORDED IN BOOK 604 PAGE 323
JAN 10 1955
GREENVILLE COUNTY, S. C.
M. NO. 1111