The State of South Carolina,

County of Greenville.

## To All Whom These Presents May Concern:

Whereas, I , the said Lena Mae Vance Horton

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

Brooks B. Legate

hereinafter called the mortgagee(s), in the full and just sum of Five Hundred and No/100 - - - - - - - - DOLLARS (\$ 500.00 ), to be paid three years after date

, with interest thereon from

date

US Warmin

at the rate of

Four (4%)

percentum per annum, to be computed and paid

at maturity

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 mortgagoe(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 mortgagoe(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 Brooks B. Legate, nis neirs and assigns, forever:

All that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in Dunklin Township, on both sides of the Augusta Road, bounded by lands now or formerly of G. G. Cason on the North, Cason on the East, Herbert Tripp on the South and J. H. Traynham on the West, and containing 39 acres, more or less, according to a plat of property of Lena V. Traynham, made by J. Mac Richardson, February 1945, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book O, at Page 129, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point near the Augusta Road, corner of lands now or formerly of G. G. Cason and running thence S. 63-30 W. crossing the Augusta Road 1930.5 feet to a point, corner of lands now or formerly of J. H. Traynham; thence S. 24 E. 825 feet to a point, corner of lands now or formerly of Herbert Tripp; thence N. 63-30 E. crossing the Augusta Road 2079 feet to a point; thence N. 27-21 W. 800 feet to the beginning corner.

The above described property is the same conveyed to Mrs. Lens Traynham by deed of E. Inman, Master, dated May 9, 1939, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 195, at Page 238. Subsequently, Lena (Vance) Traynnam, by ner will which is on file in the Office of the Probate Court for Greenville County, J.... in Apartment 619, File 38, devised the above described property the mortgagor herein.

This mortgage is junior in rank to the lien of that mortgage given by Mrs. Lena V. Traynham to Land Bank Commissioner, in the original