

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA,

County of Greenville

DEC 6 10 44 AM 1954

To all Whom These Presents May Concern:

OLLIE FARNSWORTH,
R. M. C.

WHEREAS I, Bena Moore Davis, of Greenville County, am well and truly indebted to L. L. Shealy

in the full and just sum of Nine Hundred, Fifty-Six and 88/100 - - - - - (\$ 956.88) Dollars. in and by my certain promissory note in writing of even date herewith, due and payable as follows: in monthly instalments of Twenty-Five and No/100 - (\$25.00) Dollars each, beginning on the 15th day of December, 1954 and continuing on the 15th day of each and every succeeding calendar month thereafter until the principal debt has been paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month,

with interest from date at the rate of six (6%) 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 I 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 I, the said Bena Moore Davis

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 me 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 L. L. Shealy; his 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, within the corporate limits of the City of Greenville, and being composed of a portion of Lots Nos. 12 and 13 of a plat entitled "Addition to Highland Terrace", being recorded in the R. M. C. office for Greenville County in Plat Book L, at page 49, and having, according to a more recent survey prepared for J. H. Mauldin by C. C. Jones, Engineer, January 19, 1954, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Fairview Avenue at the corner of property now or formerly owned by Floyd, and running thence with Floyd's line, S. 23-30 W. 213.4 feet to a stake in an alley; thence with said alley, N. 67-03 W. 89.2 feet to a stake at the rear corner of property now or formerly owned by Dorothy N. Moore and Janie W. Moore; thence with the Moore Line, N. 26-17 E. 142.1 feet to a stake; thence continuing with said Moore line, N. 44-27 E. 124 feet to a stake on the southeastern side of Fairview Avenue; thence with said avenue, S. 16-53 E. 57 feet to the beginning corner, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. Being the same property conveyed to me by J. H. Mauldin 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.

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 L. L. Shealy, his

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 mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.