

GREENVILLE CO. S. C.

VOL 621 PAGE 543

State of South Carolina

DEC 23 3 56 PM 1954

COUNTY OF Greenville

OLLIE FARNSWORTH  
R.M.C.

To All Whom These Presents May Concern: I, James C. DuBose,

the Mortgagor(s), SEND GREETING:

hereinafter called

WHEREAS, the said Mortgagor(s) in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to H. Sherrill Utley

hereinafter called Mortgagee, in the full and just sum of

THREE THOUSAND (\$3,000.00) DOLLARS,  
to be paid as follows: \$29.28 on January 1, 1955, with like payments of \$29.28 on the same day of each succeeding month thereafter until principal and interest are paid in full, mortgagor reserving right to anticipate balance at any time or to make additional payments, with interest thereon from date at the rate of six per centum per annum, to be computed and paid monthly 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, 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorneys' 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 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 according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee, H. Sherrill Utley and his heirs and assigns forever:

All of that parcel or lot of land in the City of Greer, in Chick Springs Township of Greenville County, South Carolina, located on the East side of Cannon Street, known and designated as Lot No. 7 on a plat of property made for Maida Westmoreland and W.T. Walker by H.S. Brockman, Surveyor, dated July 24, 1946, recorded in the R.M.C. Office for Greenville County, and having the following courses and distances:

BEGINNING on an iron pin on the inside of sidewalk on the East side of Cannon Street, joint corner of Lots Nos. 7 and 8 on said plat, and runs thence S. 57.17 E. 125 feet to an iron pin; thence N. 30.32 E. 24 feet to an iron pin; thence N. 57.17 W. 125 feet to an iron pin; thence S. 30.32 W. 24 feet to the beginning corner, and being all of that lot of land conveyed to the mortgagor herein by the mortgagee by deed dated December 21, 1954, to be recorded herewith.

It is understood and agreed that this mortgage is an inferior and junior lien to that mortgage executed on this date by James C. DuBose to Greer Federal Savings and Loan Association in the principal amount of \$5,000.00. The Greer Federal Savings and Loan Association mortgage is a first lien and senior in priority to this mortgage.

This is a purchase money mortgage.

*Witnessed Dec. 15, 1954.  
H. Sherrill Utley  
Witness Marjorie...*

SATISFIED AND CANCELLED OF RECORD  
28 DAY OF Sept. 1967  
*Ollie Farnsworth*  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 10:21 O'CLOCK A. M. NO. 9357