

STATE OF SOUTH CAROLINA

MAY 15 11 51 AM 1955 600x 648 29

County of Greenville

ELLIE FARRINGTON
R.M.C.

To all Whom These Presents May Concern:

WHEREAS I, Hugh D. Spivey, of Greenville County, well and truly indebted to Wesley C. Page

sum of Twelve Hundred and No/100 - - - - - in the full and just (\$ 1200.00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows: in monthly instalments of Fifteen and No/100 - (\$15.00) Dollars each, beginning on the 10th day of September, 1955 and continuing on the 10th day of each succeeding 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 Hugh D. Spivey

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

Wesley C. Page, his heirs and assigns forever:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Oaklawn Township, on Highway No. 29 on or near Saluda River and near P. & N. Railroad, said tract containing 11.4 acres, more or less, and being more fully described according to a plat by J. Coke Smith & Son, Surveyors, dated May 15, 1952, as follows, to-wit:

BEGINNING at a point in center of S. C. Highway No. 29 leading from Pelzer to Greenville and running thence along line of J. P. Adams, S. 38-30 E. 266 feet to an iron pin; thence N. 74-00 E. 245 feet to a point in center of P. & N. Railroad tracks; thence S. 2-30 E. 257.4 feet to a point in center of Saluda River; thence up Saluda River, 1,625 feet to a point in center of bridge; thence along center of Highway No. 29 in the direction of Greenville, 638 feet to a point; thence leaving highway and running along line of property now or formerly owned by Ben M. Page, S. 49-15 E. 112 feet to an iron pin; thence N. 64-35 E. 488 feet to an iron pin; thence N. 33-27 W. 212 feet to a point in center of Highway No. 29; thence along center of said highway 435 feet to the beginning corner; being the same conveyed to me by Wesley C. Page 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 Wesley C. Page, 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.