

The State of South Carolina,

County of Greenville

FILED  
GREENVILLE CO. S. C.

OCT 17 3 59 PM 1955

To All Whom These Presents May Concern:

OLLIE FARNSWORTH  
R. M. C.

SEND GREETING:

Whereas, I, James R. Gaines,  
the said James R. Gaines

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 C. P. Ballenger

hereinafter called the mortgagee(s), in the full and just sum of TWO THOUSAND AND NO/100 -----  
----- DOLLARS (\$ 2,000.00 ), to be paid  
six months from date

with interest thereon from date  
at the rate of six per cent ~~per cent~~ per annum, to be computed and paid  
semi-annually

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, be-  
fore 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 con-  
sideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mort-  
gagee(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

C. P. Ballenger, his heirs and assigns,

All that lot of land in Greenville County, South Carolina, on the North  
side of Ben Street in the City of Greenville, being shown as Lot No. 29  
on plat of McDaniel Heights recorded in Plat Book "G" at Page 214 and  
described as follows:

BEGINNING at a stake on the North side of Ben Street, 249.6 feet West  
from McDaniel Avenue at corner of Lot 30 and running thence with the  
line of said lot due North 179 feet to a stake; thence due West 70 feet to  
a stake at corner of Lot 28; thence with the line of said lot due South  
179 feet to a stake on Ben Street; thence with the Northern line of Ben  
Street due East 70 feet to the beginning corner.

This mortgage is junior in lien to that mortgage executed by J. R. Gaines  
to the Fidelity Federal Savings & Loan Association, Greenville, South  
Carolina, in the original amount of \$15,000.00, dated May 17, 1955, and  
recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage  
Book 639 at Page 7.