

STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS I, J. W. Pitts, of Greenville County, am well and truly indebted to Leslie and Shaw, Inc.

in the full and just sum of Fourteen Hundred and No/100 - - - - - (\$ 1400.00 ) Dollars. in and by my certain promissory note in writing of even date herewith, due and payable as follows:

Six (6) months from date or upon the date when the mortgaged premises are sold, whichever date is earlier,

with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid semi-annually 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 J. W. Pitts

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

Leslie and Shaw, Inc., its successors 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, Butler Township, being known and designated as Lot No. 31 of a subdivision known as North Gardens, Section No. 2, property of Leslie and Shaw, Inc., which plat is recorded in the R. M. C. office for Greenville County in Plat Book EE, at page 103, and having, according to a more recent plat prepared by C. C. Jones & Associates, January 18, 1956, to be recorded, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western edge of Azalea Court, the joint front corner of Lots 17 and 31, which pin is 539 feet along Azalea Court from the intersection of Azalea Court with North Carden Circle, and running thence along the joint line of Lots Nos. 17 and 31, S. 79-00 W. 160 feet to an iron pin; thence S. 11-00 E. 70 feet to an iron pin at the new corner of Lot No. 18; thence along the revised property line between Lots Nos. 18 and 31, N. 77-54 E. 142 feet to an iron pin on the western edge of Azalea Court; thence along the western edge of Azalea Court, following the curvature thereof, the chord of which is N. 4-45 E. 69.2 feet to the beginning corner.

ALSO: All my right, title and interest, or any right, title or interest hereafter acquired, in and to that portion of the above mentioned turnaround adjacent to the above described lot which may revert to me when Azalea Court is extended.

The above described property is a portion of the same conveyed to me by Leslie and Shaw, Inc. 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

Leslie and Shaw, Inc., its successors

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, its successors 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.

*Paid, satisfied & cancelled this 10th day of November 1956*

*Wit: James C. Cain, Attorney*

*23373*