

STATE OF SOUTH CAROLINA,

JAN 17 9 40 AM

County of Greenville

OLLIE FARNSWORTH
R.M.C.

To all Whom These Presents May Concern:

WHEREAS we, Charles E. Land and Mearan E. Land, are well and truly indebted to Louie E. Smith and Charles J. Spillane

in the full and just sum of Four Hundred Seventy-Five and No/100 - - - - - (\$475.00) Dollars. in and by our certain promissory note in writing of even date herewith, due and payable as follows:

\$25.00 on the 15th day of March, 1957, and \$25.00 on the 15th day of each succeeding month thereafter until 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 March 15, 1957 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 we 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 we, the said Charles E. Land and Mearan E. Land, 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 us 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 Louie E. Smith, and Charles J. Spillane, their 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, lying on the south side of Brookview Drive, near the City of Greenville, and being known and designated as the northern portion of Lot No. 69 on plat of Fresh Meadow Farms, Section 1, made by M. H. Woodard, May 21, 1945 and recorded in the R. M. C. office for Greenville County in Plat Book M, at page 127, and having, according to a survey made for Mary E. Newton by C. C. Jones & Associates, Engineers, November 1, 1955, recorded in Plat Book JJ, at page 53, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Brookview Drive at joint front corner of Lots 68 and 69, and running thence with the joint line of said lots, S. 8-37 W. 150 feet to a point; thence with a new line through Lot No. 69, N. 81-23 W. 87 feet, more or less, to a point in the joint line of Lots 69 and 70; thence with the joint line of said lots, N. 8-37 E. 150 feet to an iron pin on the south side of Brookview Drive; thence with said drive, S. 81-23 E. 87 feet to the beginning corner; being the same property conveyed to us by Louie E. Smith by deed of even date herewith, not yet recorded.

This mortgage is junior and inferior to the lien of a mortgage in the original sum of \$7,950.00 executed by the mortgagors herein to the First Federal Savings and Loan Association as of this date, and recorded herewith.

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 Louie E. Smith, and Charles J. Spillane, their Heirs and Assigns forever.

And we do hereby bind ourselves, our 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 us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Handwritten notes:
Paid in full & satisfied this 15th day of February, 1957.
Louie E. Smith
Charles J. Spillane
Ollie Farnsworth
4574