## STATE OF SOUTH CAROLINA,

County of Greenville

OLLIE FAFNGWORTH

DEC 50 11 21 AT 133

## To all Whom These Presents May Concern:

WHEREAS We, J. L. Lammers, Jr. and Ruth M. Lammers well and truly indebted to Agnes H. Carson

in the full and just

sum of Fourteen Thousand Two Hundred Twenty and 75/100 (\$ 14,220.75 Dollars,

in and by our certain promissory note in writing of even date herewith due and payable as follows: \$4,000.00 plus interest on January 10, 1958 and monthly installments thereafter of \$80.00 each, the first installment being payable February 10, 1958 and the other installments on like date of each succeeding month until the said principal sum with interest shall be fully paid, the \$80.00 installment payments to be applied first to payment of interest and balance to the payment of principal with the privilege to anticipate the payment of the whole or any part of said indebtedness, the installment payments to be reduced proportionately in case of acceleration payments

with interest from date at the rate of five and/one-half ( $5\frac{1}{2}\%$ ) 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 J. L. Lammers, Jr. and Ruth M. Lammers

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

## Agnes H. Carson, her heirs and assigns forever:

All those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Greenville within the corporate limits of the City of Greenville being known and designated as the southern one-half of Lot 41, all of Lot 42 and the northern most 70 feet of Lot 43, Block C of a subdivision known as University Heights as shown on plat thereof made by Piedmont Engineering Service January, 1949 and recorded in the R.M.C. Office for Greenville County in Plat Book "Y" at Page 53 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Batesview Drive in the front line of Lot 43, which pin is 30 feet northeasterly from the joint front corner of Lots 43 and 44 and running thence along the northeastern side of Batesview Drive, N. 33-35 W. 233 feet to an iron pin in the center of the front line of Lot 41, the corner of a lot now or formerly of Fred H. Eakin, et al.; thence along line of that lot, N. 56-31 E. 264.7 feet, more or less, to an iron pin in the rear line of Lot 41, which pin is 63 feet southeasterly from the joint rear corner of Lots 40 and 41; thence along the rear line of Lots 41, 42 and 43, S. 31-16 E. 233 feet to an iron pin in the rear line of Lot 43, the rear corner of a lot now or formerly of Louise M. Davis; thence along the line of that lot, S. 56-13 W. 250.1 feet, more or less, to the beginning; being the same property conveyed to us by mortgagee herein by his deed of even date to be recorded forthwith.

It is understood and agreed that this mortgage is junior in lien to the mortgage of Josephine C. Newell recorded in the R.M.C. Office for Greenville County in Mortgage Book 493, Page 91 on which there is a balance owed as of this date of \$8,279.25.

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

Agnes H. Carson, her

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, her 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.

Gaid in fell and Satisfied, This 3/st. day of a agrees 24. Crease SATISFIED AND CANCELLED OF RESORD 31 DAY CO July 1960 CANCELLED OF RESORD CANCELLED OF RESORD BLIE FABRULES COUNTY, S. C., T. M. C. FOR GREENVILLE COUNTY, S. C.,

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Blue Ridge Production Credit Association

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B.M. C. FOR GREENVILLE COUNTY, S. C.

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