

STATE OF SOUTH CAROLINA,)

County of Greenville

To all Whom These Presents May Concern:

WHEREAS I, J. O. Heatherly, of Greenville County, am well and truly indebted to John S. Taylor, Jr. and Frank Ulmer in the full and just sum of Four Thousand Five Hundred and no/100 (\$4,500.00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows: One year from date, or whenever the mortgaged premises shall be 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 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. O. Heatherly

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 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 John S. Taylor, Jr., and Frank Ulmer, their heirs and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being on the south side of Riverside Drive, in the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 25 on plat of Ables and Rasor property made by Fitzpatrick-Terry Company September, 1919 and recorded in the R. M. C. Office for Greenville County in Plat Book E at Page 153, and having according to a survey made by R. E. Dalton, Engineer, February 10, 1942 the following metes and bounds, to-wit:

BEGINNING at a stake on the south side of Riverside Drive, joint front corner Lots Nos. 24 and 25, said stake also being 459.65 feet west from the southwest corner of the intersection of Riverside Drive and Ridge Drive (now Byrd Boulevard) and running thence with the line of Lot No. 24, S. 20-56 E. 171.2 feet to an iron pin; thence with the rear line of Lot No. 44, S. 64-29 W. 76.5 feet to a stake; thence with the line of Lot No. 26, N. 20-08 W. 170.1 feet to an iron pin on the south side of Riverside Drive; thence with the south side of Riverside Drive, N. 63-28 E. 74.07 feet to the beginning corner; being the same conveyed to me by T. H. Robelot and Dorothy A. Robelot by their deed of even date to be recorded.

This mortgage is junior and inferior to the lien of that certain mortgage in the original sum of Eleven Thousand and no/100 (\$11,000.00) Dollars, of even date herein, executed by the mortgagor to First Federal Savings And Loan Association of Greenville, South Carolina. It is understood and agreed that the mortgagees herein are equal owners of this mortgage and the note which the same secures.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said John S. Taylor, Jr.

and Frank Ulmer, their 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, their 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.