The State of South Carolina,

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COUNTY OF

OPLIE FA NEWORTH

We, JAMES W. HEATH and PATRICIA P. HEATH

SEND GREETING:

Whereas, We , the said James W. Heath and Patricia P. Heath

hereinafter called the mortgagor(s) in and by well and truly indebted to

Our certain promissory note in writing, of even date with these presents,

H. C. Smith and John M. Flynn

hereinafter called the mortgagee(s), in the full and just sum of Three Hundred and No/100ths (\$300.00)

at ZX Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Six (6 %) per centum per annum, said principal and interest being payable in installments as follows:

Beginning on the 1st day of October , 19 66, and on the 1st day of each month

thereafter until the principal and interest is paid in full
and principal of said note, said payments to continue unknowledge with the principal and interest is paid in full
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so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or convenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 before its maturity it should be deemed by the holder thereof necessary for the protection of its 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 promises to pay all costs and expenses including ten (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 we, 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 consideration of the further sum of THREE DOLLARS, to us, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JONN./FLYNN and

H. C. Smith, Their Heirs and Assigns:

All that lot of land situate on the south side of East Lee Road near the City of Greenville, in Greenville County, S. C. being shown as Lot No. 8 on plat of Oakwood Acres made by J. Mac Richardson, Surveyor, September 1959, in Plat Book MM, page 135 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of East Lee Road at the joint front corner of Lots 8 and 9 and run thence along the line of Lot 9 S. 22-55 E. 175 feet to an iron pin; thence S. 67-05 W. 107 feet to an iron pin; thence N. 15-50 W. 177.3 feet to an **ir**on pin on the south side of East Lee Road; thence along East Lee Road N. 65-15 E. 85 feet to the beginning corner.

This mortgage is junior in rank to the lien of that mortgage given by John G. Shumaker to First Federal Savings and Loan of Greenville on June 8, 1964 in the original amount of \$16,200.00 recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 961, page 355 on which there remains a principal amount of \$15,448.41.

Paid in full this 11th day of September 1967.

It. G. Smith

John M. Flynn

Witness - James II. West

Grace P. Satterfield

Grace P. Satterfield

AT 12:13 O'CLOCK P. M. NO. 7530