

STATE OF SOUTH CAROLINA,

JUL 11 11 42 AM '69
OLLIE FARNSWORTH
R. H. C.

County of Greenville

To all Whom These Presents May Concern:

WHEREAS we, M. F. McManus and Nell F. McManus, of Greenville County, are well and truly indebted to Evelyth G. Kelley in the full and just sum of Three Thousand, Two-Hundred Twenty-Two & 67/100--- (\$3,222, 67) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows:

Six (6) months from date. This note bears no interest; however, if not paid when due, the balance shall carry interest at seven (7%) per centum.

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 M. F. McManus and Nell F. McManus

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

Evelyth G. Kelley, her heirs 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, as is more fully shown on a plat of Property of Albert M. Freeman, dated December 28, 1957, being a part of Lot No. 5 on a plat of East Overbrook recorded in the R. M. C. Office for Greenville County in Plat Book E at Page 159 and is also shown on a plat recorded in the R. M. C. Office in Plat Book LL at Page 90 and having, according to the first mentioned plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Briarcliffe Drive, which pin is located 496.7 feet from East North Street at the corner of property now or formerly of Merritt A. Smith and running thence with the line of property of Smith, N. 75-55 E. 183.36 feet to an iron pin in line of property of church and school; running thence along the line of said property, S. 24-05 E. 53.1 feet to an iron pin in line of property now or formerly of Oneal; thence with the line of said property, S. 54-56 W. 183.94 feet to an iron pin on the northeastern side of Briarcliffe Drive; thence with the northeastern side of Briarcliffe Drive, N. 24-05 W. 120 feet to the point of beginning; being the same conveyed to us by Evelyth G. Kelley by deed of even date, to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed to Peoples National Bank, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1102, at Page 621.

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

Evelyth G. Kelley, 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.