

FILED

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA,

County of Greenville

DEC 29 10 42 AM 1951

To all Whom These Presents May Concern:

OLLIE FARNSWORTH

WHEREAS We, E. J. Mullinix and Bessie L. Mullinix, of Greenville County, are well and truly indebted to Harold E. Waite

R. M. C.

in the full and just sum of One Hundred, Ninety-One and 80/100 - - - - - (\$ 191.80) Dollars. in and by our certain promissory note in writing of even date herewith. due and payable as follows: in monthly instalments of Twenty-Nine and No/100 - (\$29.00) Dollars each, beginning on the first day of February, 1952 and continuing on the first day of each succeeding month thereafter until the principal debt has been paid in full, said payments are to be applied first to interest and then to the principal balance remaining due from month to month

with interest from date 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 E. J. Mullinix and Bessie L. Mullinix

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

Harold E. Waite, his 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, and in Greenville Township, being known and designated as Lot No. 5, Block H, of Fair Heights subdivision, as shown on plat recorded in the R. M. C. office for Greenville County in Plat Book F, at page 257, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Brookdale Avenue, joint front corner of Lot No. 4, and running thence along Brookdale Avenue, S. 31-20 W. 50 feet to iron pin, joint front corner of Lot No. 6; thence along line of Lot No. 6, N. 58-40 W. 150 feet to an iron pin, corner of Lot No. 20; thence along rear line of Lot No. 20, N. 31-20 E. 50 feet to an iron pin, corner of Lot No. 4; thence along line of Lot No. 4, S. 58-40 E. 150 feet to an iron pin on Brookdale Avenue, the beginning corner; being the same lot of land conveyed to us by Harold E. Waite by his deed dated December 22nd, 1951, not yet recorded.

This is a second and junior mortgage, being junior to the lien of the First Federal Savings and Loan Association of Greenville.

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

Harold E. Waite, his

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.