STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

WHEREAS I , J. E. Fitzpatrick, am

well and truly indebted to

L. A. Moseley and John T. Douglas

in the full and just sum of Eight hundred twenty-five and no/100 Dollars, in and by certain promissory note in writing of even date herewith, due and payable **XXXX**

one year from date or at the closing of a transaction of sale of a house to be erected, whichever is first in point of time

with interest date at the rate of five per centum per annum until paid; interest to be computed and paid as stated above xxxxxxxx, 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. E. Fitzpatrick

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 me 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

L. A. Moseley and John T. Douglas

all that tract or lot of land in near Greenville Township, Greenville County, State of South Carolina.

situate on the north side of Nottingham Road, being shown as Lot No. 181 on plat of Sherwood Forest made by Dalton and Neves, Engineers, November, 1952, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book BB, Pages 30 and 31, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Nottingham Road, joint front corner of Lots 180 and 181; thence N. 20-17 W. 154.7 feet to an iron pin; thence N. 55-53 E. 77.25 feet to an iron pin; thence S. 20-17 E. 173.3 feet to an iron pin on the northern side of Nottingham Road; thence S. 69-43 W. 75 feet to the point of beginning.

It is expressly understood that this mortgage is junior in lien to one given by me to Fidelity Federal Savings and Loan Association in the amount of \$8000.00 executed this day and recorded in the R. M. C. Office in Mortgage Book at Page