MORDGAGE OF REAL ESTATE—Offices of C. VICTOR PYLE, Augmey at Law, Greenville, S. C. DEC 15 3 44 PH. 1550

STATE OF SOUTH CAROLINA, OLL FARMSWORTH

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS we , James W. Kerr and Beatrice J. Kerr,

are

well and truly indebted to

Morris F. Smith

in the full and just sum of Seven hundred fifty and no/100- - - (\$750.00)

Dollars, in and by our certain promissory note in writing of even date herewith, due and payable and the large that the large

at the rate of \$10.00 per month, beginning January 1, 1954, and a like amount each successive month thereafter until paid in full, payments to apply first to interest and balance to principal.

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 James W. Kerr and Beatrice J. Kerr,

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

Morris F. Smith, his heirs and assigns:

All that certain piece, parcel or lot of land in Fair-view Township, Greenville County, State of South Carolina, located on the northwest side of the Neely-Ferry Road, adjoining lands of Furman Brashier, Fred Howard, et al, containing 3.80 acres, more or less, according to a survey and plat made by E. E. Gary, Surveyor, March 14, 1949, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwest side of the Neely-Ferry road, joint corner with Furman Brashier, and running thence along Brashier line and a power line as the line, N. $60\frac{1}{2}$ W. 9.95 chains to a power post on a gully; thence along gulley S. $34 \ B/4$ W. 4.13 chains to an iron pin in center of gully; thence S. $60\frac{1}{2}$ E. 9.94 chains to the center of culvert on west side of Neely-Ferry Road; thence along west side of Neely-Ferry Road N. 33 3/4 E. 4.30 chains to the beginning corner, and being the same tract conveyed to mortgagors by mortgagee this day.

This mortgage is junior in lien to that certain mortgage held by the Laurens Federal Savings and Loan Association, in the amount of \$2500.00.