JU M M M M

The State of South Carolina

Greenville

OLLIE FABNSWORTH I. M.C.

To All Whom These Presents May Concern: We, Barney C. Yates, Jr. and Myrtle B. Yates

**SEND GREETING:** 

Whereas, Barney C. Yates, Jr. and Myrtle B. Yates

hereinafter called the mortgagor(s)

certain promissory note in writing, of even date with these presents, in and by arewell and truly Edward H. Best & Co. Inc., of Boston, Massachusetts indebted to

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand

**DOLLARS** (\$ 3,000.00 ), to be paid five years from date, with privilege to mortgagors to anticipate all or any of said indebtedness on any interest paying date

> , with interest thereon from date

at the rate of

six (6%)

percentum per annum, to be computed and paid

annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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(s) promise to pay all costs and expenses including 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. annually

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 well and truly paid by the said mortgagee(s) at and before the signing 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 Edward H. Best & Co., Inc., of Boston, Massachusetts,

All those certain pieces, parcels or lots of land in Chick Springs Township, Greenville County, state of South Carolina, being known and designated as Lots 45 and 46, as shown on plat of Pine Brook Development, said plat being recorded in the R. M. C. Office for Greenville County, in plat book Z at page 148, and having according to a recent survey by T. C. Adams, Engineer, when described as a whole, the following metes and bounds, to-wit:

Beginning at an iron pin, the northeastern corner of the intersection of Bridges Avenue and Brewster Drive, and running thence with Brewster Drive N. 16-54 W. 150 feet to an iron pin, and running thence N. 73-06 E. 145 feet to an iron pin in the line of Lot No. 85; thence with the line of Lot No. 85, S. 16-54 E. 150 feet to an iron pin on the northeast side of Bridges Avenue; thence with said Bridges Avenue S. 73-06 W. 145 feet to the beginning corner.

This mortgage being junior in lien to a mortgage given by the mortgagors to the Shenandoah Life Insurance Company in the principal sum of \$10,000 and recorded in the R. M. C. Office for Greenville County in volume 651 at page 304.