## STATE OF SOUTH CAROLINA, IN 43 AM 1999

County of Greenville

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## To all Whom These Presents May Concern:

WHEREAS we, John R. Martin and Rubylee D. Martin

well and truly indebted to

J. E. Farr, Jr.

in the full and just

sum of Four Thousand, Five Hundred and No/100 - - - - - - - (\$4,500.00) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows: Thirty-Six and 77/100 (\$36.77) Dollars on the 18th day of September 1959 and Thirty-Six and 77/100 (\$36.77) Dollars on the 18th day of each succeeding month thereafter until the principal debt has been paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month, with the privilege of anticipating payment of the entire principal debt, or any part thereof, at any time prior to maturity,

with interest from date at the rate of 5-1/2 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

John R. Martin and Rubylee D. Martin

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

J. E. Farr, Jr., his heirs and assigns forever:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in Paris Mountain Township, lying about three and one-half miles from Greenville Courthouse, on the south side of the Cedar Lane Road, and being more fully described by metes and bounds as set forth on plat of said property made by W. D. Neves, Civil Engineer, of a subdivision of the property formerly owned by the Estate of Mrs. A. P. Farr, as follows:

BEGINNING at an iron pin on the Cedar Lane Road at the corner of the Farr land and property of Winn, and running thence with Cedar Lane Road, S. 66-30 E. 265 feet to an iron pin on Cedar Lane Road; thence S. 25-45 W. 482 feet to an iron pin on line of Winn property; thence N. 53-15 W. 15 feet to an iron pin; thence N. 1-50 W. 512 feet to an iron pin on Cedar Lane Road, which is the beginning corner, and containing one and one-half acres, more or less; less, however, a strip taken by the South Carolina Highway Department for the purpose of widening Cedar Lane Road.

This is a second mortgage and is junior in lien to that mortgage executed to the First Federal Savings and Loan Association of Greenville, which mortgage is recorded in the R. M. C. office for Greenville County in Mortgage Book 708, at page 178.

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

J. E. Farr, Jr., 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 whomsoever lawfully claiming, or to claim the same or any part thereof.

SATISFIED AND CARCOLLER OF SECOND