## STATE OF SOUTH CAROLINA,

County of Greenville

## To all Whom These Presents May Concern:

WHEREAS I, James C. Balentine, of Greenville County,

well and truly indebted to Derby Heights, Inc.

sum of One Thousand and No/100 - - - - - - - - - - - - - - - - (\$ 1,000.00) Dollars. in and by, my certain promissory note in writing of even date herewith, due and payable as follows:

One (1) year from date, or whenever the mortgaged premises shall be conveyed by the mortgagor herein, whichever date is earlier,

while interest from the date at the rate of at maturity 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 James C. Balentine

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, sold and released, and by these presents do grant, bargain, sell and release unto the said. Derby Heights, Inc., its successors and assigns forever:

All that certain piece, parcel and lot of land lying and being in Gantt Township, County of Greenville, State of South Carolina, near the City of Greenville, lying and being in that certain subdivision known as "Belle Meade", being owned by Derby Heights, Inc. shown as Lot No. 131 Camden Lane, according to a plat made by Pledmont Engineering Service and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "EE" at Pages 116 and 117; being the same conveyed to me by Derby Heights, Inc. by its deed dated October 3, 1960, to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$ 13,900.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association of Greenville, to be recorded herewith.

TOGETHER with all and singular the rights, numbers, hereditainents 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

Derby Heights, Inc., its successors

**XMMX** and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgageo, its successors them and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.