STATE OF SOUTH CAROLINA HIS WORTH

County of Greenville

To all Whom These Presents May Concern:

WHEREAS we, Frank D. Southern and Laura Cox Southern, of Greenville County,

well and truly indebted to C. Spencer Willingham

in the full and just

sum of Three Thousand, Three Hundred and No/100-----(\$3,300.00) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows:

Twelve (12) months from date, or whenever the mortgaged premises shall be conveyed by the mortgagors herein, whichever date is earlier,

with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid semi-annually 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 Frank D. Southern and Laura Cox Southern

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

C. Spencer Willingham, 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 Chick Springs Township, on the North side of the road leading from Edwards Mill Road to Taylors, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the road leading from the Edwards Mill Road to Taylors, and running thence along the center of said road, N. 81-00 E. 190 feet to an iron pin in the center of said road; thence N. 8-00 W. 229.2 feet to an iron pin in the field; thence S. 81-00 W. 190 feet to an iron pin in the field; thence S. 8-00 E. 229.2 feet to the beginning corner; being the same lot of land conveyed to us by W. D. Taylor by deed dated February 28, 1950, and recorded in the R. M. C. Office for Greenville County in Vol. 404, at page 139; less, however, any property acquired by the Highway Department.

The road hereinabove referred to is also known as the Reid School 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 695, at Page 464.

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

C. Spencer Willingham, 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 and Assigns, from and against us our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Salisfied, cancelled and Died in Fuce The 16th day of april 1964 Witness: C. Spencer Willingham James J. Kinglet

Mi Tomeword