## STATE OF SOUTH CAROLINA. APR 18 2 43 PH '69

County of Greenville

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## To all Whom These Presents May Concern:

WHEREAS I, James Herbert Madden, am

well and truly indebted to Charles A. Mundy

in the full and just

sum of One Thousand, Fifty and No/100-----(§ 1, 050, 00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows:

Due and payable on the first construction draw on an FHA loan with Cameron-Brown Company

with interest from at the rate of per centum per annum until paid; interest to be computed and paid and if unpaid when due to bear interest at same rate as principal until paid, and 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 Herbert Madden

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 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

Charles A. Mundy, his heirs and assigns forever:

All that piece, parcel, or lot of land in Gantt Township, Greenville County, State of South Carolina, being known and designated as Lot No. 7 according to a plat made by J. C. Hill, Surveyor, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book LL at Page 59. Said lot fronts 75 feet on Oakvale Circle and runs back in parallel lines 125 feet.

This is a second mortgage subordinate only to the construction loan given by James Herbert Madden to Cameron-Brown Company, dated April 16, 1969, in the original sum of \$16,050.00.

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

Charles A. Mundy, his

Heirs 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 mortgagee, his Heirs 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.

Paid and satisfied this the 11th day of July 1969.
Charles a. Mundy
witness Carolyn about

29 Sept. 169 Ollie Farnsworth