WALKER, EWANS & COGSWELL CO., CHARLESTON, S. C. 14566-8-13-40

THE STATE OF SOUTH CARCLINA)
COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, James L. West and Mrs. Lura E. West, of the County of Anderson, in the State aforesaid, SEND GREETING:

Whereas, we, the said James L. West and Lura E. West, in and by the certain note in writing, of even date with these presents, are well and truly indebted to S. L. Shirley, of Anderson County, South Carolina, in the full and just sum of Nime Hundred and Fifty (\$950.00) dollars to be paid one day after date, with interest thereon from date, at the rate of 7 per eent, per annum, to be computed and paid annually, until paid in fully 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 forestose this mortgage; said note further providing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on the said note and to be collectibel as a part thereof; if the same be placed in the hands of an attorney for collection or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, that we, the said James L. West and Lura E. West, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said S. L. Shirley according to the terms of said note, and also in consideration of the further sum of Three Dollars, to us, the said James L. West and Lura E. West, in hand well and truly paid by the said S. L. Shirley at and before the signing of the 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 S. L. Shirley, his heirs and assigns, forever:-

All those two certain lots of land situate in Greenville Township, in the County of Greenville, State of South Carolina, about three miles southeast of Greenville Court House, known and designated as lots numbers seventy-eight 178) and seventy-nine (79) of "Marshall Forest," according to a plat thereof made by Dalton & Neves, Mated October, 1928, and recorded November 8, 1928, in the office of the Rogister of Mesne Conveyances for said County and State in Plat Book "H", at pages 133 and 1314, and being the same lots of land conveyed to us by L. O. Fitterson, as Trustee, by deed dated ecember 28, 1933, and of record in said Register's of the in Col. 150. at page 15.

And we represent that we have a good fee simple title to said lots of land, and that the mortgage herein given is the only mortgage thereon.

This mortgage is given as additional security to a mortgage of even date herewith and in like amount given by us to S. L. Shirley and secured by a tract of twe Newand one-third (12-1/3) acres, more or less, in Broadway Township, Anderson County, South Pare Thomas (12-1/3)

TOGETHER with all and singular the Rights, Members, Heredital and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD ALL and singular the Premises before mentioned unto the said S. L. Shirley, his Heirs and Assigns forever. And we do hereby bind ourselves and our Heirs, Executors, and Administrators to warrant and forever defend all and singular the said Premises unto the said S. L. Shirley, his Heirs and Assigns, from and against us and our Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Mortgagor does hereby covenant and agree to pay promptly when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments or other charges, liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said mortgagee shall have the same rights and options as above provided in case of insurance.

And if at any time any part of said debt, or interest thereon, be past due and unpaid we hereby assign the rents and profits of the above described premises to the said mortgagee, or his Heirs, Executors, Administrators or Assigns and agree that any Judge of the Circuit Court