

State of South Carolina,

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C.

JUL 14 10 32 AM 1948

To all Whom These Presents May Concern:

OLLIE FARNSWORTH R. M. C.

I, Van W. Kay

SEND GREETING:

Whereas, I the said Van W. Kay

in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to Citizens Lumber Company

in the full and just sum of Twenty-five Hundred and Thirty-three and 81/100 - (\$2533.81) - to be paid \$25.00 on the 28th day of July, 1948, and on the 28th day of each month thereafter until paid in full; said payments to be applied first to the payment of interest, balance to be applied on principal.

with interest thereon from date at the rate of Six (6%) per cent. per annum, to be computed and paid semi-annually monthly

until paid in full; all interest not paid when due to bear interest at 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 foreclose this mortgage; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible 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 the said Mortgagee in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagee in hand well and truly paid by the said Mortgagee, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain and release unto the said Mortgagee, and its successors and Assigns forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville

County, State aforesaid, on the Northwestern side of Anderson Road, near the City of Greenville, being shown as lots Nos. 1 and 3 on plat of the property of Van W. Kay made by W. J. Riddle in October, 1946, and described as follows:

BEGINNING at a stake on the Northwestern side of Anderson Road, and running thence N. 29-10 W. 939.9 feet to a stake on right-of-way of the P. & N. Railroad; thence with said right-of-way, N. 16-10 E. 190.7 feet to a stake; thence continuing with said right-of-way, N. 12-20 E. 144.3 feet to an iron pin; thence S. 27-40 E. 791.4 feet to a stake, corner of lot No. 2, the property of Wallace E. High; thence with the line of said property, S. 52-15 W. 107.2 feet to a stake; thence continuing with said lot, S. 36-05 E. 114.8 feet to a stake; thence continuing with said lot, S. 42-05 W. 31.7 feet to a stake; thence still with said lot, S. 40-31 E. 200.4 feet to a stake on Anderson Road; thence with the Northwestern side of said Road, S. 38-34 W. 140 feet to the beginning corner.

Said premises being the same conveyed to the mortgagor by W. W. Griffin by deed dated July 11, 1938, recorded in Book of Deeds 205 at Page 31, less the lot conveyed to Wallace E. High by deed recorded in Book of Deeds 302 at Page 356.

It is understood and agreed that this mortgage is junior in lien to a mortgage given by said Van W. Kay to Citizens Lumber Company dated February 16, 1948, recorded in Volume 381 at Page 79, in the original sum of \$1700.00

Paid Mar. 26, 1949 Citizens Lumber Co. By J. A. Roe

30th March 49 Ollie Farnsworth