

VOL 450 PAGE 314

ELLIE FARNSWORTH
R. M. C.

THE STATE OF SOUTH CAROLINA }
COUNTY OF Greenville

To All Whom These Presents May Concern:

I, L. R. Hipps

SEND GREETING:

Whereas, I, the said L. R. Hipps

in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to Ernest Gary

in the full and just sum of One Hundred Forty-Six - - - - Dollars

, to be paid as follows: \$12.17 on the first day of March 1950 and \$12.17 on the first day of each succeeding month thereafter until paid in full

, with interest thereon from date

at the rate of 7 per centum per annum, to be computed and paid annually

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, 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ~~attorneys' fees~~ as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said L. R. Hipps

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Ernest Gary

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said L. R. Hipps

, in hand well and truly paid by the said Ernest Gary

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, sell and release unto the said Ernest Gary

his Heirs and Assigns:

All that piece, parcel or tract of land lying, being and situate in the County and State aforesaid and in Fairview Township, containing 8.15 acres, more or less, according to a plat and survey made by E. E. Gary, Surveyor, on October 4, 1947 and being bounded by lands of E. S. Armstrong, Givens lands, lands of Jot Gary and others, and being the same tract of land conveyed to me by deed of Douglas Montgomery and Mattie Lou G. Montgomery on the 23rd day of January 1950 to be recorded. Reference to said deed and to deed of Jot Gary to the said Douglas Montgomery and Mattie Lou G. Montgomery on the 21st day of October 1947 and of record in the Office of the R. M. C. for Greenville County, S. C., is made for a better description as to lines, corner, distances, etc.

It is understood and agreed that this mortgage is junior in lien to a mortgage executed by me to W. E. Gray for \$850.00 on the 31st day of January 1950 to be recorded.

Witnesses:
C. C. [unclear]
D. H. Garrett

Satisfied in Full
this 7th day of Oct. 1952.
W. E. Gray

8 Oct 52
Ollie Farnsworth
248 B 223-9