

STATE OF SOUTH CAROLINA, JAN 17 3 55 PM 1969

County of Greenville

OLLIE FARNSWORTH

To all Whom These Presents May Concern:

WHEREAS I, B. L. Childress, am well and truly indebted to Ben C. Sanders in the full and just sum of Four Thousand and No/100 ----- (\$ 4, 000. 00) Dollars,

in and by my certain promissory note in writing of even date herewith, due and payable as follows: Due and payable Five Hundred and No/100 (\$500. 00) Dollars on or before the 15th day of February, 1969, and a like amount on the 15th day of March and the 15th day of April, 1969, and the balance of Two Thousand, Five Hundred and No/100 (\$2, 500. 00) Dollars on or before the 15th day of May, 1969, without interest until May 15, 1969, but thereafter

with interest from May 15, 1969 at the rate of six (6%) per centum per annum until paid; interest to be computed and paid annually and if unpaid when due to bear interest at same rate as principal until paid, and I 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 B. L. Childress

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 me 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

Ben C. Sanders, 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, being known and designated as the major portion of Lot 40 and a portion of Lot 41 as shown on a plat of Cedar Terrace being recorded in the R. M. C. Office for Greenville County in Plat Book BBB at Page 137 and said property is also known as Lot 40 according to a more recent plat entitled "Revision of Lots 40 and 41 in Cedar Terrace" dated November 5, 1968, recorded in the R. M. C. Office for Greenville County in Plat Book ZZZ, at Page 68 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Pinehurst Drive, joint front corner of Lots 39 and 40 and running thence with the joint line of said lots, S: 80-24 E. 227. 6 feet to an iron pin; thence N. 20-37 E. 77. 8 feet to an iron pin, joint rear corner of Lots 40 and 41; thence with the joint line of said lots, N. 80-13 W 245. 6 feet to an iron pin on the southeastern side of Pinehurst Drive; thence with said drive, S. 11-57 W. 20 feet to an iron pin; thence continuing with said drive, S. 9-36 W. 100 feet to the beginning corner.

IT is understood and agreed that this mortgage is junior in lien to that certain mortgage executed by Ben C. Sanders to First Federal Savings and Loan Association in the sum of \$20, 500. 00 dated January 14, 1969.

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 Ben C. Sanders; 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.