AT 2. 38 O'CLOCK

MORTAGE OF REAL ESTATE-Offices of CARTER'S PHILPOT, Attorneys at Law, Creenville, S. C. **OLLIE FARNSWORTH** 800x 1146 PAGE 106 R.M.C.

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS, we, William P. Cart, Jr., and Alice S. Cart,

hereinafter called the mortgagor(s), is (are) well and truly indebted to Carl C. Bailey, Jr., and Dorothy C. Bailey, , hereinafter called the mortgagee(s),

in the full and just sum of Six Thousand Two-Hundred Ninety-One and 52/100 (\$6,291.52)

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable on the sale by mortgagees of xxxxxxxxx their waterfront katxlxx lot overlooking the Charleston harbor, but in no event later than two (2) years

from January 9, 1970 at the rate of 7-1/2 per centum per annum until paid; interest to be computed and paid date as principal diffusion to bear interest at same rate as principal until paid; and the mortgagor(s) has (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 the saidmortgagor(s) 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 the mortgagor(s) 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 mortgagee(s) the following described real property:

ALL that piece, parcel or lot of land in the City and County of Greenville, State of South Carolina, situate, lying and being on the western side of Pimlico Road and being known and designated as the major part of Lot No. 105 of Section A of Gower Estates on plat by Dalton & Neves recorded in the R. M. C. Office for Greenville County in Plat Book QQ at Pages 146 and 147 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Pimlico Road, said point being 10 feet north of the joint front corner of Lots Nos. 104 and 105 and running thence in a new line through Lot No. 105 S. 67-46 E. 166 feet, more or less, to a point in the center of a branch; thence with the center line of said branch (the traverse line being N. 25-06 W. 90.1 feet) to a point at the joint rear corner of Lots Nos. 105 and 106; thence with the joint line of said lots N. 67-46 E. 169 feet, more or less, to an iron pin on the western side of Pimlico Road, the joint front corner of Lots Nos. 105 and 106; and running thence with the western side of said Road S. 22-14 E. 90 feet to a point 10 feet north of the joint front corner of Lots Nos. 104 and 105, the point of beginning.

This conveyance is made subject to restrictions recorded in the R. M. C. Office for Greenville County in Deed Book 663 at Page 118 and such other restrictions, easements and rights of way appearing on record in the R. M. C. Office for Greenville County.

It is the intention of the grantors to convey all of Lot No. 105 except for the southernmost 10 foot strip adjoining Lot No. 104.

For deeds into grantors see Deed Book 801 at Page 22 and Deed Book 847 at Page 624.

This mortgage is junior and subordinate to that certain mortgage given to Fidelity Federal Savings & Loan Association recorded in the R. M. C. Office for Greenville County in Mortgage Book 1034 at Page 265 and Mortgage Book 1096 at Page 560.