

FILED
GREENVILLE CO. S. C.

BOOK 1253 PAGE 135

STATE OF SOUTH CAROLINA,

ANDERSON
COUNTY OF GREENVILLE

12 43 PM '72
ELIZABETH HIDDLE
M.L.C.

To All Whom These Presents May Concern:

WHEREAS, I, Kay Chapman Jones,

hereinafter called the mortgagor(s), is (are) well and truly indebted to
Malcolm Carter, hereinafter called the mortgagee(s),

in the full and just sum of Eighteen Thousand and No/100 (\$18,000.00)-----

Dollars, in and by a certain promissory note in writing of even date herewith, due
and payable ~~on~~ ~~the~~ ~~day~~ ~~of~~ ~~the~~ ~~1st~~ ~~of~~ ~~the~~ ~~month~~ ~~of~~ ~~the~~ ~~year~~ ~~1972~~
in equal annual installments of \$6,000.00 per year beginning one year from date

from date at the rate of eight (8%) per centum per annum
with interest 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 the mortgagor(s) has (have)
further promised and agreed to pay ten per cent of the whole amount due for attor-
ney'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 said mortgagor(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 certain piece, parcel or lot of land, with all improvements thereon, or
hereafter constructed thereon, situate, lying and being in the State of South
Carolina, County of Anderson, Brushy Creek Township, on the northwestern side of
River Road and containing 9.7 acres, more or less, as shown on a plat of the
property prepared for Robert O. and Pauline Southerlin by Warren P. Jenkins,
dated September 11, 1961, said plat being recorded in Plat Book 47 at Page 140,
and having according to said plat, the following metes and bounds, to-wit:

Beginning at a nail in a bottle cap at the center line of River Road and running
thence S. 38-28 W. 300 feet to a nail in a bottle cap at the center of said road;
thence turning and running N. 72-48 W. 400 feet to an iron pin; thence N.
56-53 W. 109.3 feet; thence N. 64-24 W. 544.6 feet to an iron pin; thence
turning and running N. 14-21 E. 217.8 feet to an iron pin; thence N. 43-53 W.
178.4 feet more or less to the center of creek; thence running with the center
of the creek as the line, in an easterly direction 75 feet; thence in a southerly
direction 25 feet more or less to an iron pin; thence S. 18 E. 152.5 feet to an
iron pin; thence with the line now or formerly of Gambrell S. 82-30 E. 957.2
feet to an iron pin; thence turning and running S. 28-07 E. 323.2 feet to the
point of beginning.

This mortgage is junior and subordinate to that certain mortgage given to Fidelity
Federal Savings & Loan Association in the original amount of \$15,000.00 dated
August 24, 1972.