

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA, }
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETING:

WHEREAS, *I*, the said *F. M. Byars*
in and by *a* certain *Promissory* note in writing, of
even date with these presents, *am* well and truly indebted to

J. J. Fennell
in the full and just sum of *Five Hundred Forty Seven & 06/100*
Dollars, to be paid *One year after date*

with interest thereon, from *December 3rd 1933* at the rate of *7* per cent. per annum to be
computed and paid *Semi-Monthly*

J. J. Fennell until paid in full all interest not paid when due to bear interest at the 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 per cent. Pearl P. Hunter besides all costs and expenses of collection, to be
added to the amount due on the said note, 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, as will more fully appear.

NOW, KNOW ALL MEN, That *I*, the said *F. M. Byars*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said *J. J. Fennell*

according to the terms of the said note, and also in consideration of the further sum of *Three Dollars*, the said *F. M. Byars*

in hand well and truly paid by the said *J. J. Fennell*

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, bar-
gain, sell and release unto the said *J. J. Fennell*:

All that certain piece, parcel or lot of land, situate, lying
and being in the State and County aforesaid, in Section
about 3 1/2 miles North of the City of Greenville known as Sans
Souci and being known and designated as Lot No. 40 of Sans
Souci Park as shown by plat recorded in Plat Book 6, page 158,
R. M. C. Office for Greenville County and having the following
metes and bounds, to-wit:

Beginning at an iron pin on the East side of Davis Street
joint corners with lot No. 39 and running thence N. 55-54 W.
185 feet to an iron pin on the old S. S. & A. right-of-way; thence
with said right-of-way in a northerly direction, 56 feet to
an iron pin joint corners with Lot No. 41; thence along lines
of Lot No. 41, S. 55-54 E. 172 feet to an iron pin on Davis Street;
thence along said Davis St. S 26-30 W. 52 feet to the beginn-
ing corner and being the same lot of land as conveyed to me
by J. J. Fennell by his deed bearing date of December 3rd. 1931
and not yet recorded.

This is a junior mortgage to that one given on said lot
of land to Carolina Loan & Trust Co. January 7th. 1925 for
the sum of \$2,000.00 originally, and recorded in R. M. C.
Office for Greenville County in Vol. 151 at Page 43.

This mortgage is given to secure the payment of the bal-
ance of the purchase price on the within described lot of
land,