

STATE OF SOUTH CAROLINA, I

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, John A. Babb, Lottie Babb Waldrep and Edna Babb Robinson, are

well and truly indebted to

X

in the full and just sum of Two thousand & no/100

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable on the two years after date, day of

XXXX

28th 1935  
Jeune  
Robert Roy Babb

June 19 35  
Ira A. Gresham  
# 7043-  
15:05  
P.

Witness  
Wm Rest  
Pearle B. Hunter

with interest from

X

at the rate of per centum per annum until paid; interest to be computed and paid annually, and if unpaid when due to bear interest at the same rate as principal until paid, and I 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 We John A. Babb, Lottie Babb Waldrep and Edna Babb Robinson

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

Robert Roy Babb,

all that tract or lot of land in Greenville Township, Greenville County, State of South Carolina.

as lies South of a line drawn exactly through the center of all that certain piece, parcel or lot of land in the City of Greenville, with the building thereon, situate on the East side of North Main Street between Coffee and North Streets, fronting said Main Street 51 feet, more or less, and extending back 135 feet, 6 inches, the building being 125 feet, 6 inches, and a strip of land at the rear 10 feet wide to be used in common with the owners of that portion abutting Main Street, and by those owning that abutting Brown Street.

The following, terms, conditions and stipulations where contained in the Decree of the Court in the case of Isabella Babb vs. Ella V. Rhodes, et al, as shown by Judgment Roll-7325, and are herein incorporated and are to become a part of this lot of land to-wit: That the brick wall herein referred to as not being situate in the center of said lot shall, at the request of the owner of either side of said center line, whomsoever same may be, be built so that its center shall be directly on the center line above referred to, and one-half of the costs thereof shall be paid by the respective owners of the property lying North and South respectively of said center line, said wall to be built to the depth said building now measures; that the stairway and upstairs hallway as now constructed and used shall until said center wall is built, remain as they now are for the joint use of the owners of the lots, after the division above provided for, and their upkeep and maintenance shall be equally borne by them.

The above is the same property conveyed the mortgagors and mortgagee by Ella V. Rhodes by deed recorded in deed Book 113, page 294, R. M. C. Office for Greenville County, and the mortgagee herein conveyed his undivided one-fourth interest to the mortgagors as of even date herewith, said deed to be recorded.

It is understood between the parties hereto that this mortgage is junior in rank to one given this day by the mortgagors to the Franklin National Life Insurance Company in amount of \$4,550.00.