

THE STATE OF SOUTH CAROLINA,
County of Greenville & Laurens,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, O. B. Givens,

SEND GREETING:

Whereas, I the said O. B. Givens,

in and by my certain promissory

note in writing, of even date with

these presents, am well and truly indebted to B. C. Givens,

in the full and just sum of Four Thousand----Dollars,

Dollars

to be paid: one year after date,

with interest thereon from date

at the rate of 6 per cent. per annum, to be computed and paid annually

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.

besides all cost and expenses of collection, to be added to the amount due on the said note and 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, will more fully appear.

NOW KNOW ALL MEN, That I, the said O. B. Givens,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said B. C. Givens,

according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me the said O. B. Givens,

in hand well and truly paid by the said B. C. Givens,

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, bargain, sell and release unto the said

B. C. Givens, his Heirs and assigns:

All my whole and entire undivided interest, which is a one-third undivided part thereof, in and to, All that certain, piece, parcel or lot of land lying, being and situate in the County of Greenville, State of South Carolina and on the West side of Main Street in the Town of Fountain Inn and described as follows: Beginning at an iron pin 153.5 feet from corner of Fairview and Main Streets and running thence with Main Street 32 and 1/3 feet to an iron pin; thence at right angles with the line of Main Street 146.5 feet to an iron pin on alley, leading from Fairview Street to Jones Street by the C. & W. C. Railway Depot; thence with alley, parallel with Main Street 32 and 1/3 feet to iron pin; thence at right angles with line of alley 146.5 feet to the beginning corner. Being the same lot of land upon which is located a two story brick mercantile building formerly occupied by Givens & Co., as hardware merchants, more recently by Givens & Thackston. Also: All that certain piece, parcel or lot of land situate in the town of Fountain Inn and in the rear of the above described lot and described as follows: Beginning at an iron pin on the alley in the rear of the Hardware Store 153.5 feet from the corner of Fairview Street and said alley and running thence with the alley 32 and 1/3 feet to an iron pin; thence at right angles with line of alley 142 feet to iron pin on right of way of C. & W. C. Railway Company; thence with said right of way at an angle of 107 degrees and 12 minutes 32.5 feet to iron pin; thence at an angle of 72 degrees 48 minutes 146 feet to the beginning corner and being the same lot upon which is located an I-C warehouse used for fertilizer and other storage. These being the same two lots of land conveyed to O. B. Givens, J. W. Givens and Martha Givens by deed of E. Inman, Master, on the 30th day of October, 1919 and recorded in the R. M. C. Office for Greenville County in Deed Book H, at page 42.

All that other piece, parcel or tract of land, lying, being and situate in the County of Laurens, State of South Carolina and containing fifty-one and one-quarter acres (51.25) more or less and being the same tract of land conveyed to Raymond O. Hunt by deed of Fred Stoddard; said deed being recorded in the R. M. C. office for Laurens County in Deed Book 53 at page 316, and being conveyed by Raymond O. Hunt to J. C. DuPree by his deed duly recorded in the R. M. C. Office for Laurens County in Book 58 at Page 410, and conveyed to me by deed of the said J. C. DuPree to be recorded; reference to said deeds being made for a better description as to lines, corners, distances etc. Bounded by lands of my own, C. P. Armstrong, et al.

It is agreed and understood as to the last within described tract of land that this mortgage is a junior mortgage to the mortgage executed by me to the said B. C. Givens on the 15th day of February 1930 and recorded in the R. M. C. Office for Laurens County in Mortgage Book 80 at page 107.