

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Ida Heatherly, of Greenville County, South Carolina

WHEREAS, I, the said Ida Heatherly

SEND GREETING:

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to W. R. Hale, Jr.

in the full and just sum of ONE HUNDRED & NO/100 (\$100.00) Dollars to be paid: one (1) year after date

*full 1939*  
*Paid and satisfied in full this 22nd day of Sept 1939 W.R. Hale, Jr.*

with interest thereon from date at the rate of six (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 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 10% of the amount due,

besides all costs and expenses of collection, to be added to the amount due on 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 the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and his heirs and assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

near the City of Greenville, on the north side of Tallulah Drive, being shown as Lot No. 103 on plat of Estate of D. A. Smith made by Dalton & Neves, Engineers, in May, 1935, recorded in the R. M. C. Office for Greenville County in Plat Book "H" at Page 279, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the north side of Tallulah Drive, corner of Lot No. 102, and running thence with the line of said lot, N. 22-05 W. 225 feet to a point in line of property of C. C. Campbell; thence with Campbell's line, N. 58-45 E. 45 feet to a point; thence S. 23-14 E. 240 feet to a stake on Tallulah Drive; thence with the northern side of Tallulah Drive, S. 77-03 W. 50 feet to the beginning corner; being the same lot of land conveyed to Ida Heatherly by W. R. Hale, Jr., by deed dated April 21, 1939, and recorded in the R. M. C. Office for Greenville County in Book of Deeds "210" at Page 216.

It is understood and agreed by and between the parties that this mortgage is junior in lien to the mortgage executed by Ida Heatherly to Citizens Lumber Company in the amount of \$3500.00, dated May 2, 1939, recorded in the R. M. C. Office for Greenville County in Book of Mortgages "280" at Page 162

*22 Sept 39*  
*Ollie Jarneworth*  
*2:23 P.M.*  
*#12010*