

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. M. McCarley, of Greenville, S. C.

WHEREAS, I, the said J. M. McCarley

in and by my certain Promissory note in writing, of even date with these presents am well and truly indebted to O. Y. Brownlee

in the full and just sum of Nine Hundred and No/100 (\$900.00) Dollars to be paid: \$200.00 Nov. 12, 1942; \$35.00 on May 12, 1943, and a like payment of \$35.00 on the 12th day of each succeeding month thereafter until paid in full.

with interest thereon from date at the rate of six (6)

per cent. per annum, to be computed and paid semi-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 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

this mortgage; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon

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, & 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) 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 County, State aforesaid,

Greenville Township, situate, lying and being on the north side of Augusta Place Street, near the City of Greenville, known and designated as Lot No. 17 on map of Augusta Place, made by R. E. Dalton, May 1923, and recorded in the R. M. C. Office for Greenville County, S. C. in plat Book F, Pages 128-129, and having, according to a recent survey made by R. E. Dalton, January 20, 1939, the following metes and bounds, to wit:

Beginning at an iron pin on the north side of Augusta Place Street, joint corner of Lots Nos. 16 and 17, said pin also being 60.23 feet east from the northeast corner of the intersection of Augusta Place Street with Fuller Street, and running thence with the line of said lot No. 16, N. 26-30 W. 203.3 feet to an iron pin; thence N. 63-30 E. 60 feet to an iron pin; thence with the line of Lot No. 18 of said plat, S. 26-30 E. 198 feet to an iron pin on the north side of Augusta Place Street; thence with the north side of said Street S. 58-30 W. 60.23 feet to the beginning corner, being the same property conveyed to the mortgagor by O. Y. Brownlee by deed of even date, recorded herewith.

It is understood and agreed that the lien of this mortgage is junior to the lien of the mortgage executed by Henry L. Smith to First Federal Savings & Loan Association of Anderson, S. C., dated April 25, 1941, in the sum of \$3,000.00, recorded in Book of Mortgages 301, at page 260.

*Handwritten notes:*  
"this mortgage paid and cancelled August, 1943"  
"this 27th day of Brownlee"  
"O. Y. Brownlee"  
"H. O. Smith"  
"H. O. Smith"

*Notary Seal:*  
NOTARIES AND ATTORNEYS OF GREENVILLE COUNTY, S.C.  
# 8341