

GREENVILLE CO. S. C.

VOL 442 PAGE 494

NOV 21 2 43 PM 1949

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE
OLLIE FARNSWORTH
R. M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, **Hess C. Dillard** (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto **Cely Brothers Lumber Company, Inc.**

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Six Hundred and No/100- - -

DOLLARS (\$ 600.00),

~~with interest thereon from the date of recording of this mortgage to the date of payment of the principal and interest to be repaid~~
whereby **Cely Brothers Lumber Company, Inc.** has endorsed a note given by the mortgagor to the **South Carolina National Bank of Charleston at Greenville, S. C.**, and this mortgage is given to indemnify **Cely Brothers Lumber Company** against any loss or liability on the said endorsement; the failure of the mortgagor to make any payment due on the said endorsed note or violation of any of the terms or conditions thereof, shall constitute a default of this mortgage and this mortgage shall be foreclosed in the same manner as if the said endorsed note were given to the mortgagee and this mortgage were given to secure it.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee pursuant to the covenants herein and also in consideration of the further sum of Three (\$3.00) Dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, his heirs, successors and assigns:

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Gantt Township, containing one acre, more or less, and being more particularly described as follows:

"BEGINNING at a stake and iron pin on a 30 foot street leading from Washington Avenue (now called Smith Street), which pin is 528 feet in a Southerly direction from the intersection of said 30 foot Street and Washington Avenue, and running thence with said Street, S. 34 W. 50 feet to a point; thence N. 64 W. 140 feet to a point; thence N. 34 E. 50 feet to a point; thence S. 64 E. 140 feet to the beginning corner."

Being the same premises conveyed to the mortgagor by Tom Dillard and Delia Dillard by deed recorded in Volume 393 at Page 224.

It is understood and agreed that this mortgage is junior in lien to a mortgage executed by the mortgagor to Fidelity Federal Savings & Loan Association by mortgage in the original sum of \$1800.00 recorded in Book of Mortgages 440 at Page 115.

Handwritten notes:
Paid + Mortgagee Inc. Jan. 21st 1953
Cely Brothers Lumber Co.
Greenville, S. C.

RECORDED FOR DEED IN BOOK OF MORTGAGES
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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.