

STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS We, Ben F. Burgess and Joyce L. Burgess, of Greenville, are well and truly indebted to J. W. McAlister

in the full and just sum of SEVEN HUNDRED AND NO/100 - - - - - (\$ 700.00) Dollars.

in and by our certain promissory note in writing of even date herewith, due and payable as follows: Thirty-Five and No/100 - (\$35.00) Dollars on the 18th day of May, 1950 and Thirty-Five and No/100 - (\$35.00) Dollars on the 18th day of each succeeding month up to and including the 18th day of October, 1950, then Fifty and No/100 - (\$50.00) Dollars on the 18th day of November, 1950 and Fifty and No/100 - (\$50.00) Dollars on the 18th day of each succeeding month thereafter until the debt is paid in full, said payments to be applied first to interest and then to the principal balance remaining due from month to month

with interest from date at the rate of five per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and we have 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, the said Ben F. Burgess and Joyce L. Burgess 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 J. W. McAlister, his heirs and assigns forever:

"All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, being known and designated as Lot No. 75 of a subdivision known as Leawood Extension (also known as Paris-Piney Park), as shown on plat thereof recorded in the R. M. C. office for Greenville County in Plat Book M, at page 35, and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southwest side of Orlando Avenue at the corner of Lot No. 74, and running thence along the Southwest side of Orlando Avenue, S. 55-30 E. 50 feet to an iron pin at the corner of Lot No. 76; thence along the line of said Lot No. 76, S. 34-30 W. 150 feet to an iron pin; thence N. 55-30 W. 50 feet to an iron pin at the rear corner of Lot No. 74; thence along the line of that lot, N. 34-30 E. 150 feet to the beginning corner; being the same lot of land conveyed to us by J. W. McAlister by deed of even date herewith, not yet recorded.

"This is a second and junior mortgage, being junior to the lien of the First Federal Savings and Loan Association."

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

J. W. McAlister, his Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

For Satisfaction See G. L. M. Book 515. Page 101

*9 Nov. 51
Ollie Sumner
1951*