

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA,

MAY 21 11 23 AM 1951

County of Greenville

OLLIE FARNSWORTH
R.M.C.

To all Whom These Presents May Concern:

WHEREAS We Gordon L. Penland and Frances T. Penland are well and truly indebted to W. J. Batson and J. T. Collins

in the full and just sum of Three Hundred and No/100 - - - - - (\$ 300.00) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows: in monthly instalments of Ten and No/100 - (\$10.00) Dollars each, beginning on the first day of July, 1951 and continuing on the first day of each and every succeeding month thereafter until the principal debt has been paid in full,

with interest from date at the rate of six per centum per annum until paid; interest to be computed and paid annually 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 Gordon L. Penland and Frances T. Penland 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 us 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 W. J. Batson and J. T. Collins, their 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, located on Paine Street, being known and designated as Lot No. 10 of the property of Walter W. Goldsmith as shown by a plat thereof made by Madison H. Woodward, dated April, 1946, and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin at corner of Lot No. 11, and running thence along the line of said Lot No. 11, N. 33-52 E. 150 feet to an iron pin; thence N. 56-08 W. 50 feet to an iron pin at the corner of Lot No. 9; thence with the line of said Lot No. 9, S. 33-52 W. 150 feet to an iron pin on Paine Street; thence with the line of said Paine Street, S. 56-08 E. 50 feet to the point of beginning, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. Being the same lot of land conveyed to us by J. H. Mauldin 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 in the sum of \$4200.00."

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

W. J. Batson and J. T. Collins, their 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, their 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.