

BOOK 544 PAGE 08

The State of South Carolina,

County of Greenville

To All Whom These Presents May Concern:

M. ALFRED GARBER SEND GREETING:

Whereas, I, the said M. Alfred Garber hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Harry S. Garber hereinafter called the mortgagee(s), in the full and just sum of Three Thousand, Five Hundred and no/100 - - - - - DOLLARS (\$ 3,500.00), to be paid on demand

, with interest thereon from date at the rate of five (5%) percentum per annum, to be computed and paid

semi-annually until paid in full; all interest not paid when due to bear interest at the 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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness at attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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, sell and release unto the said Harry S. Garber, his heirs and assigns, forever.

All that lot of land with the buildings and improvements thereon, situated, lying and being on the southeast side of Prescott Street, in the City of Greenville, in Greenville County, S. C., shown as Lot 37, on plat of Isaqueena Park, made by Pickell & Pickell, Engineers, June 3, 1947, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book P, at Pages 130 and 131, said lot fronting 75 feet along the southeast side of Prescott Street and running back to a depth of 243.1 feet on the northeast side, to a depth of 247.5 feet on the southwest side and being 89.9 feet across the rear.

The above described property is the same conveyed to the mortgagor herein by deed of W. A. Waldrop, dated October 15, 1952, and to be recorded herewith.

This mortgage is junior in rank to that mortgage given by M. Alfred Garber to Shenandoah Life Insurance Company, Inc., dated October 15, 1952, in the amount of \$7,400.00.