

BOOK 595 PAGE 542

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

To all Whom These Presents May Concern: ||

WHEREAS I, Lee R. Gilbert, am

well and truly indebted to

James A. Dusenberry, Jr. and Isabel M. Dusenberry,

in the full and just sum of Sixteen Thousand and no/100 (\$16,000.00) - - - - - Dollars, in and by my certain promissory note in writing of even date herewith, due and payable ~~xxxix~~

Four Thousand (\$4,000.00) Dollars ~~xxxx~~ on July 1, 1955, and Four Thousand (\$4,000.00) Dollars on the first day of each July thereafter, until paid in full,

with interest from date at the rate of seven (7%) per centum per annum until paid; interest to be computed and paid quarterly ~~monthly~~, and if unpaid when due to bear interest at same rate as principal until paid, and I 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 I, the said Lee R. Gilbert

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 James A. Dusenberry, Jr. and Isabel M. Dusenberry,

~~all that tract or lot of land in Township Greenville County, State of South Carolina~~

All that piece, parcel or lot of land with all improvements thereon, situate, lying and being on the Southwest side of Augusta Road in that area recently annexed by the City of Greenville, and being shown as Lot No. 7 on a plat of the Property of G. F. Cammer made by R. E. Dalton, Engineer, and recorded in Plat Book "L", at page 115, and described as follows:

BEGINNING at an iron pin on the Southwest side of the Augusta Road, 91 feet North from the Northwest corner of the intersection of said Augusta Road with Rice Street, which point is the joint front corner of Lots Nos. 7 and 8, and running thence with the joint line of said lots, S. 53-33 W. 261.6 feet to the line of Lot No. 9; thence with the line of Lot No. 9, N. 36-24 W. 89.5 feet to the joint corner of Lots Nos. 6 and 7; thence with the joint line of said lots, N. 53-33 E. 269.5 feet to a point on the Southwest side of Augusta Road; thence with the Southwest side of Augusta Road, S. 31-18 E. 90 feet to the beginning corner.

This mortgage is given as additional collateral to a chattel mortgage of even date herewith given by the Double-Cola Bottling Company, Inc. of Greenville, South Carolina, and it is distinctly understood that upon the payment of Sixteen Thousand (\$16,000.00) Dollars plus interest that this mortgage will be cancelled of record.

This mortgage is junior to a mortgage given by Ralph J. Gilbert to the Liberty Life Insurance Company on October 30, 1950, and recorded in Mortgage Book 481 at page 392, which has been assumed by Lee R. Gilbert.