

GREENVILLE CO. S. C.

JAN 26 3 59 PM 1955

THE STATE OF SOUTH CAROLINA.
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
M.C.

To All Whom These Presents

SEND GREETING:

Whereas, I, the said W. E. Massey, Jr.
in and by my certain promissory note in writing, of even date with these
Presents, am well and truly indebted to Citizens Lumber Co., Inc.
in the full and just sum of Three Thousand (\$3,000.00) Dollars - - - - -
- - - - - , to be paid on or before May 1, 1955

, with interest thereon from date (22 January 1955)
at the rate of 6% per centum per annum, to be computed and paid on or before May 1,
1955 - - - - - until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' 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 W. E. Massey, Jr.
, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said
Citizens Lumber Co., Inc. according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said W. E. Massey, Jr.
, in hand well and truly paid by the said Citizens Lumber Co., Inc.,
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

* CITIZENS LUMBER COMPANY, INC., *

All that lot of land on the North side of Sir Abbot Street in the County of Greenville, State of South Carolina, being shown as Lot 96 on Plat of Sherwood Forest, made by Dalton & Neves, Eng., August, 1951, revised through November, 1952, and recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "GG" at pages 2 and 3; said lot fronting 70 feet along the North Side of Sir Abbot Street and running back to a depth of 231.1 feet on the East side, to a depth of 199.3 feet on the West side and being 113 feet across the rear.

Being the same property conveyed to the mortgagor by deed of L. A. Moseley recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 503, Page 372.

This is a construction mortgage and is made pursuant to a provision in the mortgage of W. E. Massey, Jr., to L. A. Moseley, recorded in the R. M. C. Office for Greenville County, S. C. in Mortgage Book 601, Page 440, whereby this mortgage becomes a superior lien to that said mortgage from Massey to Moseley, the same being for the purpose of securing a construction loan; this mortgage and the mortgage to Citizens Lumber Co., Inc., recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 617, Page 441, not exceeding seventy (70%) per cent of the F. H. A. appraisal as stipulated in said mortgage from Massey to Moseley.