

STATE OF SOUTH CAROLINA,

9.30

County of Greenville

To all Whom These Presents May Concern:

WHEREAS We, Jacob Lomax and Eulene A. Lomax, are well and truly indebted to Cain, Earle & Bozeman

in the full and just sum of Two Hundred and No/100 - - - - - (\$ 200.00) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable as follows:

The sum of \$8.87 on the 1st day of July, 1957, and a like payment of \$8.87 on the 1st day of each month thereafter until 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 six (6%) 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 Jacob Lomax and Eulene A. Lomax,

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 Cain, Earle and Bozeman, their heirs and assigns forever:

All that piece, parcel or lot of land situate, lying and being on the western side of Palmetto Street, City of Greenville, State of South Carolina, being a part of Lots 53 and 54 as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book A, at Page 153, and being more particularly described as follows:

BEGINNING at a point on the western side of Palmetto Street at the corner of lot heretofore conveyed by L. B. McDaniel to Frank Mims, and running thence with the line of said lot, S. 79 W. 98 feet; thence N. 11 W. 70 feet to a pin in center of a 14-foot right-of-way; thence with the center of said right-of-way, N. 79 E. 98 feet to pin on Palmetto Street; thence with the western side of Palmetto Street, S. 11 E. 70 feet to the point of beginning; being the same property conveyed to us by L. B. McDaniel by deed of even date herewith, not yet recorded.

This is a second mortgage and is junior and inferior to the lien of a mortgage executed by Jacob Lomax and Eulene A. Lomax to L. B. McDaniel.

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 Cain, Earle and Bozeman, their heirs and ~~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.