733 met **106** 

FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

**WHEREAS** 

I, Terrell P. Ayers,

well and truly indebted to

Citizens Lumber Company

in the full and just sum of TWELVE THOUSAND SEVEN HUNDRED TEN and 28/100 - -

Dollars, in and by my certain promissory note in writing of even date herewith, due and payable in monthly instalments of \$200.00, commencing January 1, 1958 and continuing on the 1st day of each and every month thereafter until paid in full, the payments to be first applied to interest, balance to principal,

November 1, 1957 at the rate of six (6) with interest from 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 Ι 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 Terrell P. Ayers

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

Citizens Lumber Company

All those certain pieces, parcels, lots or tracts of land lying, situate and being in Greenville Township, Greenville County, South Carolina, in subdivision known as City View and being known and designated as lots Nos. 13, 14, 15, 16 and 17, according to plat of White City View made by Will D. Neves April 1914, recorded in the Office of Register of Mesne Conveyance in and for Greenville County in Plat Book E at Page 116, and having the following metes and bounds:

BEGINNING at an iron pin at the Northeast intersecting corner of Y.M.C.A. Street and Tenth Street (shown on said plat as New Cut Road and known also as Bramlett Road) and running thence with Tenth Street N. 83-17 E. 243 feet to iron pin joint front corner of lots Nos. 17 and 18, said plat, and running thence with line of lot No. 18 N. O-11 E. 146.3 feet to iron pin on the South side of an alley; thence with said alley S. 81-47 W. 242.5 feet to iron pin on the East side of Y. M. C. A. Street; thence S. 0-11 W. 140 feet to the point of beginning.

As additional collateral to aforesaid note, the mortgagor also assigns all his right, title and interest in and to the following insurance policies:

- 1. Policy No. 18 547 922, The Prudential Insurance Company of America, amount \$5,000.00.
- 2. Policy No. 576 782, Liberty Life Insurance Company, amount \$5,000.06.
- 3. Policy No. 27 326 258, The Prudential Insurance Company of America, amount \$5,000.00, with \$10,000.00 Term Insurance Decreasing Benefit.

It is understood and agreed that this mortgage constitutes a first lien over lot 17 of said plat, but is a second mortgage over lots 13, 14 and 16, the first mortgage being owned and held by the mortgagee herein and being originally in the amount of \$16,980.23, recorded in said Register's office in Mortgage Book Volume 617, Page 393, and on which there was due as of Sept. 1, 1957 the amount of \$12,832.68.