

STATE OF SOUTH CAROLINA,)

County of Greenville

To all Whom These Presents May Concern:

WHEREAS I, E. J. McCarty of Greenville County well and truly indebted to David L. Hughes in the full and just sum of Three Thousand and no/100... (\$ 3,000.00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows: On or before one year from date

with interest from maturity at the rate of six (6%) per centum per annum until paid; interest to be computed and paid annually 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 E. J. McCarty

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 David L. Hughes, his heirs and assigns forever

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, on the Northwestern side of the intersection of McCarter Avenue and Drexel Avenue being known and designated as Lot No. 37 on a plat of Lake Forest Heights recorded in the R. M. C. Office for Greenville County in Plat Book GG at Page 153 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of McCarter Avenue at the joint front corner of Lots Nos. 37 and 38 and running thence with the line of Lots Nos. 38 and 39, N. 14-51 E. 160.5 feet to an iron pin at the joint rear corner of Lots Nos. 37 and 40; thence with the line of said lots, S. 87-47 E. 131.5 feet to an iron pin on the Western side of Drexel Avenue; thence with the Western side of Drexel Avenue, S. 02-44 W. 170.6 feet to an iron pin on the Western side of Drexel Avenue; thence with the curve of the intersection of Drexel Avenue and McCarter Avenue the chord of which is S. 41-23 W. 31.3 feet to an iron pin on the Northern side of McCarter Avenue; thence with the Northern side of McCarter Avenue, N. 74-34 W. 143.9 feet to the point of beginning; being the same property conveyed to me by David L. Hughes by his deed dated August 6, 1958 to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain note and mortgage in the sum of Seventeen Thousand (\$17,000.00) Dollars executed on this day by the mortgagor herein to First Federal Savings and Loan Association of Greenville, South Carolina to be recorded herewith.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

David L. Hughes, his Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.