

The State of South Carolina,

County of GREENVILLE

OCT 11 1959

To All Whom These Presents May Concern:

WE, CHARLES D. MONTGOMERY & JOYCE V. MONTGOMERY SEND GREETING:

Whereas, we, the said Charles D. Montgomery and Joyce V. Montgomery hereinafter called the mortgagor(s)

in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to R. W. MANLEY

hereinafter called the mortgagee(s), in the full and just sum of Eight Hundred Seventy-eight and 45/100 -----DOLLARS (\$ 878.45), to be paid

\$200.00 on October 10, 1959 and a like amount of \$200 on the 10th day of each October thereafter until the entire principal sum is paid in full; payments applied first to interest and then to principal; with the right to anticipate any or all of said indebtedness at any time

, with interest thereon from date

at the rate of six (6%) percentum per annum, to be computed and paid annually

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 We, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to US, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 R. W. MANLEY

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot No. 124 of a subdivision known as McSWAIN GARDENS, Section 2, as shown on plat of said subdivision, recorded in the R.M.C. Office for Greenville County in Plat Book LL at page 137, and according to a recent survey by T. C. Adams, Engineer, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the south side of Beaufort Street at the front joint corner of Lots Nos. 125 and 124 and the point of beginning being 258.6 feet to Richbourg Road and running thence with the joint line of said Lot No. 125, S. 15-53 E. 225 feet to an iron pin, the common corner of Lots Nos. 121, 122, 124 and 125; thence with the line of Lots Nos. 122 and 123, S. 83-07 W. 204.6 feet to an iron pin on Beaufort Street, being the joint front corner of Lots Nos. 123 and 124 and this point being 193.5 feet to Old Spartanburg Road; thence with said Beaufort Street, N. 8-01 E. 31.1 feet to an iron pin; thence continuing with said Beaufort Street, N. 6-05 E. 102.9 feet to an iron pin; thence continuing with said Beaufort Street, N. 35-14 E. 87.3 feet to an iron pin; thence continuing with said Beaufort Street, N. 64-19 E. 84.1 feet to an iron pin, the beginning corner.

This mortgage is junior in rank to one given this day by the mortgagors to Canal Insurance Company in the amount of \$13,000.

*Paid in full Aug. 20, 1959.
R. W. Manley
Charles D. Montgomery
Joyce V. Montgomery*