

BOOK 769 PAGE 32

FILED
GREENVILLE CO. S. C.

The State of South Carolina,

COUNTY OF GREENVILLE

DEC 15 2 52 PM 1958

OLLIE T. BIRTH
R.M.C.

To All Whom These Presents May Concern:

CAROLYN A. HOWLE

SEND GREETING:

Whereas, I, the said Carolyn A. Howle

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents,
am well and truly indebted to PAUL B. BYRUM

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Five Hundred

and No/100-----DOLLARS (\$3,500.00), to be paid

October 22, 1960,

, with interest thereon from date

at the rate of Seven (7%) quarterly

percentum per annum, to be computed and paid 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, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 its 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 ten (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 I, 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 me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said PAUL B. BYRUM, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Southeast side of Woodland Way in the City of Greenville, in Greenville County, South Carolina, being a portion of that property shown on a plat made by W. C. Cleveland, by Dalton & Neves, Engineers, April, 1938, recorded in the RMC Office for Greenville County, S. C., in Plat Book "I", page 101, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of Woodland Way at the Northwest corner of lot shown as property of Adelaide B. Arrington, and running thence along Woodland Way, N. 24-35 E., 107.15 feet to an iron pin; thence continuing along Woodland Way, N. 26-49 E., 75 feet to an iron pin corner of property of Alfred T. Smith; thence along said Smith line, S. 60-48 E., 266.7 feet to an iron pin on the West side of Hemlock Drive; thence along Hemlock Drive, S. 10-30 W., 81.1 feet to an iron pin; thence S. 60-15 W., 20.4 feet to an iron pin; thence N. 78-50 W., 285.4 feet to an iron pin on Woodland Way, the beginning corner. THIS mortgage is junior in rank to the lien of that mortgage given by me to Fidelity Federal Savings & Loan Association, Greenville, S. C., in the original amount of \$35,000 dated April 19, 1956, recorded in the RMC Office for Greenville County, S.C., in Mortgage Book 675, page 363, and shall rank equal in priority to the lien of that mortgage given by me to Paul B. Byrum on October 22, 1958, for \$5,190.61, recorded in said RMC Office in Mortgage Book 763, page 338.

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