UNITED TO THE PART OF THE BOOK 773 PAGE 339

## STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

## To All Whom These Presents May Concern:

WHEREAS I , Paul M. Carruthers,

am. well and truly indebted to

Herbert D. Beier and Lillian E. Beier

in the full and just sum of Two Thousand and No/100 (\$2,000.00)-----
Dollars, in and by my certain promissory note in writing of even date herewith, due and payable

May 1, 1959 with the privilege to anticipate payment at any time,

from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid at maturity 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 Paul M. Carruthers

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

Herbert D. Beier and Lillian E. Beier, their Heirs and Assigns forever:

All those pieces, parcels or lots of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the south-western side of Heather Way and being known and designated as Lots Nos. 123, 124, 125 and 126 of Marshall Forest as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "H", at Pages 133 and 134 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Heather Way at the joint front corner of Lots Nos. 122 and 123 which iron pin is 150 feet in a southeasterly direction from the intersection of Heather Way and Club Drive and running thence along the joint line of said Lots S. 33-58 W. 201.7 feet to an iron pin; thence along the northeastern side of a 10-foot reservation for pipes and poles and along the rear line of Lots Nos. 123, 124, 125 and 126 S. 39-22 E. 104.28 feet to an iron pin; thence along the joint line of Lots Nos. 126 and 127 N. 33-58 E. 231.5 feet to an iron pin; thence along the southwestern side of Heather Way N. 56-02 W. 100 feet to the point of beginning.

The above is the same property conveyed to the mortgager by the mortgagees by their deed of even date and recorded herewith. It it understood and agreed that this is a second mortgage, being junior in lien to the note and given by the mortgagees to General Mortgage Co. and recorded in Mortgage Book 559, at Page 105.

Paid in Jull and Satisfied this 8th kay 3 may, 1959 Herbert D. Beier Lillian E. Beier

June 34207
Delie por control