

STATE OF SOUTH CAROLINA

NOV 11 2 28 PM 1960

BOOK 815 PAGE 193

County of Greenville

OLLIE B. WORTH

To all Whom These Presents May Concern:

WHEREAS I, James E. Kinney, of Greenville County, am well and truly indebted to James C. Balentine in the full and just

sum of One Thousand, Three Hundred Sixty and No/100 - - - - (\$ 1,360.00) Dollars.

in and by my certain promissory note in writing of even date herewith, due and payable as follows: Fifteen and No/100 - (\$15.00) Dollars on the 29th day of February, 1960, and Fifteen and No/100 - (\$15.00) Dollars on the 29th day of each succeeding month thereafter for a period of five (5) years, at the end of which time the entire balance is to become immediately due and payable, said payments to be applied first to interest and then to the principal balance remaining due from month to month,

with interest from . date at the rate of six (6%) 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 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 James E. Kinney

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 James C. Balentine, his heirs and assigns forever:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Paris Mountain Township, being known and designated as Lot No. 16 of a subdivision known as Indian Hills as shown on plat thereof being recorded in the R. M. C. Office for Greenville County in Plat Book QQ at Page 11, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Hiwassee Drive, joint front corner Lots Nos. 16 and 17 and running thence with the joint line of said lots, N. 80-30 E. 175 feet to an iron pin; thence S. 9-30 E. 90 feet to an iron pin, joint rear corner Lots Nos. 15 and 16; thence with the line of said lots, S. 80-30 W. 175 feet to an iron pin on the eastern side of Hiwassee Drive; thence with the eastern side of Hiwassee Drive, N. 9-30 W. 90 feet to the beginning corner; being the same conveyed to me by James C. Balentine by deed of even date, to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$ 11,200.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association of Greenville, 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

James C. Balentine, 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.