

FILED BOOK 832 Page 445

GREENVILLE CO. S. C.

AUG 9 '1 47 PM 1960

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State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

Carl J. Rhymer, Jr.,

hereinafter called

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to James E. Brown

hereinafter called Mortgagee, in the full and just sum of

ONE THOUSAND (\$1,000.00)----- DOLLARS,

to be paid at the rate of \$25.00 per month until paid in full, first payment due January 15, 1961, and on the 15th day of each month thereafter.

with interest thereon from date at the rate of six per centum per annum, to be computed and paid annual basis 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, 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorneys' 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 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 according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee,

James E. Brown,

All that piece, parcel or lot of land in O'Neal Township, County of Greenville, State of South Carolina, located one half (1/2) mile West from Berry's Mill, lying on the Northeast side of hard surface road that leads from Berry's Mill to Barton Chapel and having the following metes and bounds according to a survey and plat made for James E. Brown by John A. Simmons, surveyor, dated July 29, 1960, to wit:

Beginning at a nail in the center of the said hard surface road at the corner of Ernest Brown property (iron pin set off 31 feet on Northern bank of road) and runs thence N. 41-10 W., 564 feet along the line of the said Brown property to an old iron pin corner of property now or formerly of C. O. Berry; thence S. 82-34 W., 415 feet along the lands now or formerl of C. O. Berry to an old iron pin at the corner of Paul Barton property; thence S. 24-45 E., 456 feet along the Barton property to a nail in the center of the said road) iron pin set off 22 feet on northern bank; thence down the center of the said road the following courses and distances; N. 74-15 E., 100 feet to a nail; thence N. 83-19 E., 195 feet to a nail; thence S. 88-57 E., 300 feet along the center of the road to the beginning corner, and containing 4.91 acres more or less.

This is the same property conveyed to Carl J. Rhymer Jr., by James E. Brown, which deed is to be recorded.

This is given as a second mortgage, being second to a mortgage given by the within mortgagor to the Citizens Building and Loan Association of Greer, S. C., covering the same real estate.

RECORDED AND INDEXED OF RECORDS
DATE OF
R. H. C. FOR GREENVILLE COUNTY, S. C.
AT COUNTY CLERK'S OFFICE