

BOOK 849 PAGE 174

FEB 7 10 57 AM 1961

The State of South Carolina,
COUNTY OF Greenville

CLERK

To All Whom These Presents May Concern:

JAMES C. BALENTINE

SEND GREETING:

Whereas, I, the said James C. Balentine

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

FRANK ULMER LUMBER CO.

hereinafter called the mortgagee(s), in the full and just sum of One Thousand (\$1,000.00) and No/100 -

-----DOLLARS (\$ 1,000.00), to be paid

two (2) years after date

with interest thereon from date

at the rate of Six (6%) annually 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

FRANK ULMER LUMBER CO., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Northeast side of Griffin Drive, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 38 on plat of College Heights, made by Dalton & Neves, Engineers, August 1946, recorded in the RMC Office for Greenville County, S. C. in Plat Book P, pages 74 and 75, said lot fronting 75 feet along the Northeast side of Griffin Drive, running back to a depth of 150 feet on the Northwest side, to a depth of 150 feet on the Southeast side, and being 75 feet across the rear.

This mortgage is junior in rank to the lien of a mortgage given on the above property by Robert H. Bell to Independent Life and Accident Insurance Company in the original amount of \$7,100.00, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 790, page 307.

This is the same property conveyed to me by deed of Joseph R. Kegans and Virginia P. Kegans to be recorded herewith.

Paid in full + Satisfied this 15th day of August 1961

Frank Ulmer Lumber Co.

By: Frank C. Ulmer

Witness:

Margaret A. Hiest

SATISFIED AND CANCELLED OF RECORD

10 DAY OF *Aug* 1961
Carrie S. Johnson
R. M. C. FOR GREENVILLE COUNTY, S. C.,
AT 3:22 CLOCK P. M. NO. *4015*