FEB 11 11 00 AM 1961

THE STATE OF SOUTH CAROLINA COUNTY OF GREEN VILLE

To All Whom These Presents May Concern:

I, JENNINGS COOK

SEND GREETING:

JENNINGS COOK . the said

promissory in and by certain my

note in writing, of even date with these

Presents,

Whereas.

well and truly indebted to . WILLIAM R. TIMMONS, JR., in the full and just sum of ONE THOUSAND TWO HUNDRED TWENTY-THREE and 85/100----

(\$1,223.85)--DOLLARS to be paid \$15.00 per month beginning February 15, 1961, and \$15.00 on the 15th day of each month thereafter

, with interest thereon from January 15, 1961,

at the rate of six per centum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear

interest at 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, 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 his 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 10 per cent. of the indebtedness 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 Jennings Cook

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

William R. Timmons, Jr., according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to $\ \ \mbox{me}$, the said $\ \mbox{\sf Jennings Cook}$

, in hand well and truly paid by the said William R. Timmons, Jr.,

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granter, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said WILLIAM R. TIMMONS, JR., His Heirs and Assigns:

ALL that certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near the City of Greenville, and being known and designated as Lot Number 13 of a subdivision known as McSwain Gardens, a plat of which is of record in the R. M. C. Office for Greenville County in Plat Book GG at Page 75, and having the following metes and bounds, to wit:

BEGINNING at a point on the Western side of Shannon Drive at the joint front comer of Lots 12 and 13 and running thence 5 72-36 W 210 feet to a point at the joint rear comer of Lots 12 and 13; thence N 33-40 W 55 feet to a point at the joint rear corner of Lots 13 and 14; thence N 57-43 E 220.2 feet to a point on the Western side of Shannon Drive at the joint front comer of Lots 13 and 14; thence following the curvature of the Western side of Shannon Drive (the chord of which is S 23-41 E 110 feet) to the point of beginning.

It is understood and agreed that this mortgage is junior in lien to that of mortgage executed by Jennings Cook to Carolina National Bank, Easley, South Carolina, in the amount of \$13,000.00.

> FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 3 PAGE 573

8. mc. 1041