

STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS, David McNeely, am well and truly indebted to T. J. McNeely in the full and just

sum of Three Thousand, Five Hundred and No/100 - - - - (\$3,500.00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows:

Due and payable on or before two (2) years from date, at no interest whatsoever

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 David McNeely

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

T. J. McNeely, 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, in Chick Springs Township, being known and designated as Lot No. 42 of a subdivision known as Cardinal Park, property of Oscar L. Ayers, according to a plat thereof prepared by R. K. Campbell, L.S., April 25, 1949, and recorded in the R. M. C. Office for Greenville County in Plat Book W, at page 27, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Cardinal Drive, joint front corner of Lots Nos. 1 and 42, and running thence along the eastern side of said drive, S. 25+58 E., 70 feet to an iron pin on the eastern side of said Cardinal Drive, joint front corner of Lots Nos. 41 and 42; and running thence along the joint line of said lots, N. 68-01 E., 197.1 feet to an iron pin at the joint corner of Lots Nos. 7 and 8 and 41 and 42; and running thence along the rear line of Lot No. 7, N. 24-34 W. 69.95 feet to an iron pin in the rear line of Lot No. 4, joint rear corner of Lots Nos. 7 and 42; and running thence along the rear lines of Lots Nos. 4, 3, 2 and 1, S. 68-00 W. 198.9 feet to the point of beginning; being the same conveyed to me by J. A. McNeely by his deed dated May 24, 1960 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 652, at Page 46.

This mortgage is junior and inferior to the lien of that mortgage in the sum of \$9,850.00 executed on July 3, 1959 by John A. McNeely to First Federal Savings and Loan Association and recorded in Mortgage Book 794, Page 481, RMC Office 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

T. J. McNeely, 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.

I am satisfied in full this the 28th day of December 1967.

J. T. McNeely same as T. J. McNeely

Witness Martha R. McNeely

12 Jan 1968 Ollie Farnsworth 10:37 A 18892