

FILED
GREENVILLE, S. C.
SEP 10 10 53 AM '69
OLLIE FARMISWORTH
R. M. C.

STATE OF SOUTH CAROLINA

County of Greenville

To all Whom These Presents May Concern:

WHEREAS I, Joe Frank Gay, of Greenville County, am well and truly indebted to Ben C. Sanders in the full and just sum of Fifteen Hundred and No/100----- (\$ 1500.00) Dollars, in and by my certain promissory note in writing of even date herewith, due and payable as follows:

On or before July 1, 1971

with interest from July 1, 1969 at the rate of seven (7%) per centum per annum until paid; interest to be computed and paid annually 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 Joe Frank Gay

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 Ben C. Sanders, 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 the town of Mauldin, being known and designated as Lot No. 34 of Cedar Terrace as shown on plat thereof prepared by G. A. Wolfe, R. L. S., October 26, 1965 and recorded in the R. M. C. Office for Greenville County in Plat Book BBB, at Page 137, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Pinchurst Drive, joint front corner of Lots 33 and 34, and running thence along the joint line of said lots, S. 30-33 W. 189.0 feet to a point in a branch at the joint rear corner of said lots; thence along the meanders of said branch, a traverse line of which is S. 59-27 E. 125 feet, to the joint rear corner of Lots 34 and 35; thence along the joint line of said lots, N. 21-12 E. 157.3 feet to an iron pin on the western side of Pinchurst Drive; thence along the western side of Pinchurst Drive, following the curvature thereof, the chords being N. 39-24 W. 41 feet, N. 30-37 W. 41 feet, and N. 59-27 W. 25 feet, to the beginning corner; being the same conveyed to me by Ben C. Sanders by deed of even date, to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed to the First Federal Savings and Loan Association of Greenville, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1121, at Page 246.

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

Ben C. Sanders, 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.

*Paid in full this 30th day of July 1970.
Ben C. Sanders*