

AUG 26 10 47 AM '70

BOOK 1164 PAGE 418

The State of South Carolina,

County of GREENVILLE

OLLIE FARNSWORTH  
R. M. C.

To All Whom These Presents May Concern:

Whereas, I, JAMES W. STUART, the said James W. Stuart, SEND GREETING:

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 SOUTHERN MACHINERY COMPANY, a corporation, its successors and  
assigns,  
hereinafter called the mortgagee(s), in the full and just sum of TWENTY-FIVE THOUSAND AND NO/100  
----- DOLLARS (\$ 25,000.00 ), to be paid

Due and payable in fifteen (15) annual installments on the principal, with the first such installment commencing one year from the date hereof, together with interest on the unpaid principal balance at the rate of 5-3/4% per annum.

, with interest thereon from date  
at the rate of five and three-fourths (5-3/4%) percentum per annum, to be computed and paid

annually 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, then 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(s) promise to pay all costs and expenses including 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 well and truly paid by the said mortgagee(s) 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 SOUTHERN MACHINERY COMPANY, a corporation, its successors and assigns:

All that piece, parcel or lot of land, together with buildings and improvements erected, or to be erected, thereon, situate, lying and being on the southern side of Lake Fairfield Drive in Butler Township, Greenville County, South Carolina, being known and designated as Lot No. 89 on a plat of Section One of Lake Forest Sub-division, prepared by Piedmont Engineering Service, dated July, 1953, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Lake Fairfield Drive, joint front corner of Lots No. 89 and 90, and running thence S. 39-21 E., 234.1 feet to the high water line of Lake Fairfield; thence along the high water line of Lake Fairfield as the line, the traverse line of which is N. 62-44 E., 136.7 feet, to the point where the joint line of Lots No. 88 and 89 intersects said high water line; thence N. 40-05 W., 265.5 feet to an iron pin on the southerly side of Lake Fairfield Drive; thence along said side of said drive, S. 49-38 W., 130 feet to an iron pin, the point of beginning.

This mortgage is second in lien to that certain mortgage executed by James W. Stuart in favor of Fidelity Federal Savings and Loan Association of Greenville, S. C., of even date herewith, in the principal sum of \$30,000.00,

*This mortgage paid and satisfied in full this  
14th day of June 1971.  
Southern Machinery Company  
By John M. Dillard asst. Secretary  
Witness Frances B. Holtzclaw*

SATISFIED AND CANCELLED OF RECORD  
21 DAY OF June 1971  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 10:15 O'CLOCK A. M. NO. 31051