FILED GREENVILLE CO. S. O.

## STATE OF SOUTH CAROLINA,

DECUNTY OF GRBENVILLE

W 9 3 45 PM 1952

To All Whom These Presents May Concern.R. M.C.

WHEREAS I , J. B. Justice, as Trustee for J. B. Justice and Rachel J. Broadhurst. am

well and truly indebted to

C. Otto White, Jr.

in the full and just sum of One Thousand Three Hundred Fifty and No/100 -(\$1,350.00)

Dollars, in and by my certain promissory note in writing of even date herewith, due and payable

\$50.00 on the 1st day of each month, commencing June 1st, 1952; payments to be applied first to interest, balance to principal, with the privilege to anticipate part or all at any time,

with interest from date at the rate of five (5%) per centum per annum until paid; interest to be computed and paid monthly 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 J. B. Justice, as Trustee for J. B. Justice and Rachel J. Broadhurst, 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 C. Otto

White, Jr., his heirs and assigns, forever:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, lying and being in the City of Greenville, being known and designated as Lot No, 45 as shown on Plat of Rutherford Park, recorded in Plat Book P at page 109, and described as follows:

BEGINNING at an iron pin on the Western side of Welter Lane, joint front corner of Lots 44 and 45, and running thence with joint line of said lots, N. 54-30 W. 188.5 feet to an iron pin; thence S. 27-42 W. 60.6 feet to an iron pin, joint rear corner of Lots 45 and 46; thence with joint line of said lots, S. 54-30 E. 179.7 feet to an iron pin on Western side of Welter Lane; thence with said Lane, N. 35-30 E. 60 feet to the point of beginning.

The above is the same as conveyed to the Mortgagor herein by Deed of even date herewith to be recorded.

It is understood that this Mortgage is junior to a Mortgage given by the Mortgagor herein to Fidelity Federal Savings and Loan Association of even date herewith in the principal amount of \$6,500.00.