## /U4 mge 346 THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

## To All Whom These Presents May Concern:

I, Jo Ann S. Shelton

**SEND GREETING:** 

Whereas,

, the said Jo Ann S. Shelton

note in writing, of even date with these

in and by

certain promissory

Presents,

well and truly indebted to Charles J. Spillane in the full and just sum of seven thousand dollars (\$7000.00)

, to be paid on or before September 30, 1957.

, with interest thereon from maturity

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

annually

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 Jo Ann S. Shelton

, in consideration of the said debt and

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

Charles J. Spillane

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me

Jo Ann S. Shelton , the said

, in hand well and truly paid by the said Charles J. Spillane

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 Charles J. Spillane, his heirs and assigns forever:

All of that certain pieces parcel or lot of land in Greenville County, S. C., in Greenville Township, on the western side of the White Horse Road, known and designated as Lot No. 24, shown on play designated as "Part of tract No. 2 of the Estate of John B. Marshall" made by Dalton & Neves, October, 1939, and recorded in the R. M. C. Office for Greenville County in Plat Book J, at pages 132 and 133; said property having the following described metes and bounds

according to said plat: BEGINNING at an iron pin on the west side of the White Horse Road, corner of Ldt No. 25 shows on said plat, running thence along the western side of said White Horse Road, N. 23-45 W. 80 feet to an iron pin, corner of Lot No. 23 shown on said plat; thence along the line of Lot No. 23, S. 66-15 W. 210 feet to an iron pin at rear corner of Lot No. 25; thence S. 23-45 E. 80 feet to an iron pin at the rear corner of Lot No. 25; thence along the line of Lot No. 25, N. 66-15 E. 210 feet to the beginning corner.

This mortgage is junior to that of C. Douglas Wilson & Company, Inc.