MORTGAGE OF REAL ESTATE

36C98 PROVENCE—JARRARD CO.—GREENVILLE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. R. Austin, of Greenville County, South Carolina SEND GREETING:

WHEREAS, I, the said W. R. Austin

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to C. W. Tally Lumber Company, Inc., of Greenville, S. C.

in the full and just sum of Nineteen Hundred and nine (1909.00) Dollars to be paid: Fifty ($50.00) Dollars on the 15th day of March, 1937, and a like sum of Fifty ($50.00) Dollars on the 15 day of each successive month thereafter until paid in full. Said monthly payments are first to be applied to the payment of interest and the balance credited on principal indebtedness

The Debt Hereby Scored in Full and this instrument is satisfied June 8 1938 Wm. Goldsmith Margaret W. Bass

with interest thereon from date at the rate of seven per cent. per annum, to be computed and paid monthly 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, 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; said note further providing for an attorney's fee of 10% of the amount due

to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage), besides all costs and expenses of collection, as in and by the said note, reference being thereunto had, will more fully appear.

SATISFIED AND CANCELLED OF RECORD THIS 2 DAY OF Dec. 1941 Clerk of Court GREENVILLE COUNTY, S. C. AT 10:30 O'CLOCK A. M. #7795

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and its Successors ~~Heirs~~ and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Austin Township, Greenville County, State aforesaid,

near Mauldin Station, bounded on the South by lands now or formerly owned by Metta Forrester and George Thompson, on the East by public road and Ambrose Smith, on the North by Newport Blakely, and on the West by the C. & W. C. Railway, and containing 41.63 acres, more or less.

This being the entire tract heretofore conveyed by B. F. Adams to J. D. White, by deed dated December 20, 1919, recorded in the R. M. C. Office for Greenville County in Book of Deeds "57" at Page 306, with the exception of 6/10ths. of an acre conveyed by J. D. White to Alexander, 6 acres conveyed by J. D. White to Schaeffer, and a small strip to Bayne, leaving a total acreage of 41.63 acres.

Also all that certain parcel or strip of land lying and being in the Town of Mauldin State and County aforesaid.

Beginning in center of C. & W. C. Railway; thence N. 87 W. 680 feet to center of Greenville-Laurens Road; thence N. 10 W. 20 feet to an iron pin in said road; thence S. 87 E. 680 feet to center of C. & W. C. Railway; thence along center of said Railway 20 feet to the beginning corner. This is the same property conveyed to W. R. Austin by Henry P. McGee, as Trustee of B. M. McGee Estate, by deed dated December 21, 1936, and recorded in the R. M. C. Office for Greenville County in Book of Deeds "192" at Page 209.

It is understood and agreed that this mortgage is junior in lien to that of a mortgage executed by W. R. Austin to H. P. McGee as Trustee of the B. M. McGee estate, in the sum of $3800.00, recorded in the R. M. C. Office for Greenville County in Book of Mortgages "260" at Page 293.