

MORTGAGE OF REAL ESTATE

36-98 PROVENCE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

*Mrs. Comer Young Austin and N. L. M. Austin, Jr.*

SEND GREETING:

WHEREAS, *we*, the said *Mrs. Comer Young Austin and N. L. M. Austin, Jr.*

in and by *our* certain *promissory* note in writing, of even date with these presents *all* well and truly indebted to *L. B. McDaniel*

in the full and just sum of *Seven Hundred and no/100 (\$700.00)* Dollars to be paid: *One year after date*

RECORDED AND CANCELLED  
M. S. 92  
ALLIE JAMMETH  
AT 2:50 O'CLOCK  
# 391

*paid in full Jan. 9 1942 M. Daniel*

with interest thereon from *date* at the rate of *seven* per cent. 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, 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*

besides all costs and expenses of collection, 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); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor *L. B. McDaniel*, 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

Heirs and Assigns, forever, all and singular, *that* certain piece, parcel, lot or tract of land situate, lying and being in *Lie* *Austin Township, Greenville* County, State aforesaid,

known and designated as tracts nos. 3 and 1 of the subdivision of the *Bluffs* of Martha A. Austin, as shown by plat of said lands, and more particularly described by metes and bounds, as follows:

Tract no. 3: Beginning at a stone at fork of road, Will Perritt's corner, and running thence along the road N. 79 E. 7.15 to bend in road, thence S. 69 1/4 E. 8.85 to bend; thence S. 84 E. 5.80 to bend; thence N. 88 3/4 E. 6.50 to fork of road; thence N. 21-34 E. 14.65 to stone in road near Green's house at creek; thence N. 68 3/4 E. 11.28 to stone; thence S. 82 W. 28.14 to pin in road; thence along said road S. 15 3/4 E. 6.52 to pin; thence S. 35 E. 6.38 to the beginning corner, containing 55 acres, more or less.

Tract no. 1. Beginning at a stone on Will Perritt's line and running thence N. 11 W. 23.72 to stone. thence N. 72 1/2 E. 6.16 to road, thence along road S. 15 3/4 E. 18.02 to bend; thence S. 35 E. 6.38 to stone; thence S. 76 W. 10.26 to the beginning corner, containing 17.69, more or less.

These being the same two tracts of land conveyed to N. L. M. Austin, Sr. by Martha A. Austin by deeds recorded in the R. M. C. Office for Greenville County in Book of Deeds "105" at Page 426, and "108" at Page 562, respectively, and is the same land referred to in agreements entered into between N. L. M. Austin, Jr. and Comer Young Austin recorded in the R. M. C. Office for Greenville County in Deed Book "112" at Pages 533, 535 and 537.

This mortgage is junior in lien only to the mortgage executed by N. L. M. Austin, Jr. and Comer Young Austin to L. B. McDaniel in the sum of \$800.00, recorded April 9, 1936, and recorded in Book of Mortgages "101" at Page 259.