

MORTGAGE OF REAL ESTATE

For Release, See R. G. M. Book 242, Page 156

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

I, W. H. Austin

SEND GREETING:

WHEREAS, I the said W. H. Austin

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to SOUTHEASTERN LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Twenty-one Thousand and No/100

payable as follows: The sum of \$21,000.00 DOLLARS, to be paid at its principal office in Greenville, S. C. the sum of \$100.00 to be paid on the principal on the 8th day of November, 1941, and the sum of \$400.00 on the 8th day of February, May, August and November of each year thereafter up to and including the 8th day of February, 1951, and the balance to be paid on the 8th day of May, 1951,

SATISFIED AND CANCELLED BY DAY OF 8th FEBRUARY 1945 FOR GREENVILLE COUNTY, S. C. R. M. C. OFFICE AT 11 O'CLOCK P. M. NO. 19015

February and May

with interest thereon, from date at the rate of five (5%) per cent, per annum, to be computed and paid annually on the 8th day of August, November, in each year until paid in full; all interest not paid when due to bear interest on the 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 thereof, 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 its 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 ten 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 W. H. Austin in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said SOUTHEASTERN LIFE INSURANCE COMPANY 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 by the said SOUTHEASTERN LIFE INSURANCE COMPANY, 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 SOUTHEASTERN LIFE INSURANCE COMPANY

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the east side of South Academy Street in the City of Greenville, County of Greenville, State of South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of South Academy Street in the center of a brick wall, said point being approximately 186 feet 4-5/8 inches south from the southeast corner of the intersection of West McBee Avenue and South Academy Street at corner of property now or formerly of J. H. Morgan and running thence with said Morgan line S. 69-11 E. with the center of said wall and beyond approximately 200 feet, more or less, to an iron pin, in line of lands owned by Atlanta & Charlotte Air Line Railway Company (Southern Railway Company); thence with said Railway property line S. 20-30 W. 146.70 feet; more or less, to an iron pin at corner of said Railway property; thence continuing with said Railway property to and along with line of property leased by the mortgagor from Southern Railway Company N. 70-30 W. 115 feet to an iron pin at corner of lot formerly belonging to Betty S. Whitmire; thence with the rear line of the Whitmire lot N. 27-00 E. 78 feet to an iron pin at the northeast corner of said Whitmire lot; thence continuing with said Whitmire line N. 70-40 W. 96 feet to an iron pin on the east side of South Academy Street; thence with the east side of South Academy Street N. 25-45 E. 65 feet, more or less, to the beginning corner.

A portion of the property along the rear line of this lot is covered by lease made to Southern Railway Company by J. H. Morgan and W. H. Austin by deed recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 900 at page 420.

ALSO all my right, title and interest (the same being a leasehold interest hereinafter referred to) in and to that piece, parcel or lot of land at the northeast corner of the intersection of South Academy and Whitmire Streets in the City of Greenville, County of Greenville, State of South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeast corner of the intersection of South Academy and Whitmire Streets, and running thence with the east side of South Academy Street N. 24-13 E. 73 feet to an iron pin at corner of property of Betty S. Whitmire; thence with the line of said Whitmire property and beyond with the line of the property of the mortgagor herein S. 70-21 E. 141.5 feet to an iron pin; thence S. 20-27 W. 195.4 feet to an iron pin on the north side of Whitmire Street; thence with the north side of Whitmire Street N. 30-02 W. 189.5 feet to the beginning corner.

My interest in the above described property consists of the balance of a term of a 99 year lease made to the mortgagor and J. H. Morgan by Southern Railway Company dated April 20, 1910, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 112 at page 363, the said 99 year term commencing August 2, 1909, and ending on July 31, 2006.

The above described properties were owned by the mortgagor and J. H. Morgan and the said J. H. Morgan conveyed his one-half undivided interest therein to the mortgagor by his deed dated August 1, 1926, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 129 at page 102, and it is intended that this mortgage cover any and all rights which the mortgagor may have in and to any alleys in and adjacent to said property and the use thereof.

ALSO, all that certain piece, parcel or tract of land in the City of Greenville, County of Greenville, State of South Carolina, on the northwest side of Westfield Street and the northeast side of Birnie Street, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of a lot heretofore conveyed by W. H. Austin to A. E. Morris and H. B. McKay, which iron pin is in the line of property of River Mill and is located 250 feet in a northwesterly direction from Westfield Street, and running thence N. 61-43 W. 375 feet 8 inches, more or less, to an iron pin; thence S. 23 W. 672 feet, more or less, to an iron pin in the northeast side of Birnie Street; thence with the northeast side of said Street S. 62 1/2 E. 131 feet to a stone; thence still with said Street S. 74 1/2 E. 29 feet 3 inches to a stake; thence still with said Street S. 84 1/2 E. 97 feet 8 inches to a stake; thence still with said Street S. 81 1/2 E. 97 feet 8 inches to a stone; thence still with said Street N. 85 1/2 E. 97 feet 8 inches to a stake; thence still with said Street N. 81 1/2 E. 36 feet 2 inches to an iron pin; thence still with said Street N. 70-3/4 E. 155 feet to an iron pin at the corner of Westfield Street; thence with the northeast

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