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The State of South Carolina,

OLLIE FARNSWORTH R.M.C.

County of Greenville.

## To All Whom These Presents May Concern: Charles Ware and Nell S. Ware

SEND GREETING:

Whereas, We the said Charles Ware and Nell S. Ware hereinafter called the mortgagor(s)

in and by OUT certain promissory note in writing, of even date with these presents, are well and truly indebted to C. E. Hairston and Christine K. Hairston

hereinafter called the mortgagee(s), in the full and just sum of Nine Hundred Fifty (\$950.00) - - -

as follows: \$14.10 on the 15th day of each and every month; commencing April 15, 1949, until paid in full; payments to be applied first to interest, the balance to principal.

, with interest thereon from

date

at the rate of

five (5%)

percentum per annum, to be computed and paid

monthly

until paid in full; all interest not paid when due to bear interest at the 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; 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(s) promise to pay all costs and expenses including 10 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 We, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to US, the said mortgagor(s), in hand well and truly paid by the said mortgagor(s) at and before the signing of these Presents, the receipt wherof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said C. E. Hairston and Christine K. Hairston, their heirs and assigns forever, the following described property:

All that certain piece, parcel or lot of land together with the buildings and improvements thereon situate, lying and being on the North side of McMakin Drive in the County of Greenville, State of South Carolina, being shown as all of Lot 31 on plat of Dukeland Park, prepared by Dalton & Neves, in June 1940, which plat is recorded in Plat Book J, at pages 220 and 221 in the R. M. C. Office for Greenville County, S. C., and having, according to a recent survey and plat of the property of C. E. and Christine K. Hairston, prepared by R. W. Dalton, Registered L. S., on February 1, 1949, the following metes and bounds, to wit:

Beginning at an iron pin on the North side of McMakin Drive, at joint front corner of Lots 31 and 32, which point is 223.4 feet from the intersection of the North side of McMakin Drive with the East side of Dukeland Drive, thence along joint line of said lots N. 8-28 E. 150 feet to an iron pin in line of Lot 34; thence S. 81-32 E. 50 feet to an iron pin; thence along line of Lot 30, S. 8-28 V. 150 feet to an iron pin on the North side of McMakin Drive; thence along North side of said Drive, N. 81-32 W. 50 feet to point of heginning.

This being the same property which is this day being conveyed to the Mortgagers by the Mortgagees, by deed to be recorded in the  $R_{\bullet}$  M. C. Office for Greenville County.

5. 842 F. 842

3rd Nov. 50 Ollie Furnsworth 3:53 P.M. NO 26787

Attest: Ida S. Harrison Deputy A. M. C.