

State of South Carolina

County of GREENVILLE

FILED
GREENVILLE CO. S.C.

JUL 5 3 27 PM '49

Wm. W. Woods and Elsie Mae Woods

OLLIE FARNSWORTH
R.M.C.

SEND GREETING:

WHEREAS, we the said Wm. W. Woods and Elsie Mae Woods

in and by our certain promissory note in writing, of even date with these presents am well and truly indebted to Charley V. Austin and Gabrielle Austin in the full and just sum of Three Thousand Six Hundred Fifty and 76/100 - - - - (\$ 3,650.76) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of August, 1949, and on the 1st day of each month thereafter until said principal & interest are paid in full interest and principal of said note, said payments to continue up to and including the 1st day of 1950; and the balance of said principal and interest to be due and payable on the 1st day of 1950; the aforesaid monthly payments of \$ 35.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 3,650.76 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, 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 (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 we the said Wm. W. Woods and Elsie Mae Woods, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Charley V. Austin and Gabrielle Austin according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Charley V. Austin and Gabrielle Austin in hand and truly paid by the said Wm. W. Woods and Elsie Mae Woods at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Charley V. Austin and Gabrielle Austin

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the Southwest side of the Laurens Road (also known as U. S. Highway No. 276), about five miles south of the City of Greenville, in Austin Township, Greenville County, South Carolina, containing 2.1 acres, and having according to survey made by J. Mac Richardson, Surveyor, April 1949, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Laurens Road, at the Southeast corner of Lot heretofore conveyed by Grantors to H. D. Phillips, said pin being approximately 750.6 feet in a Southeasterly direction from the point where the Southwest side of Laurens Road intersects with the Southeast side of a 30-foot unnamed road, and running thence along the Phillips line S. 39-32 W. 637 feet to iron pin in the Old Laurens Road; thence along the Old Laurens Road S. 51-57 E. 48.8 feet to iron pin; thence continuing along the Old Laurens Road S. 56-54 E. 101.2 feet to iron pin; thence N. 39-35 E. 605.6 feet to iron pin on the Southwest side of the Laurens Road; thence along the Southwest side of the Laurens Road N. 46-37 W. 150 feet to the beginning corner.

The above described property is the same conveyed to the Mortgagors by Charley V. Austin and Gabrielle Austin by deed to be recorded herewith, and this mortgage is given to secure the unpaid portion of the purchase price.

*This mortgage paid and cancelled
this 12th day of Dec. 1961
Gabrielle Austin
Charley V. Austin
Ollie Farnsworth
149%*