GREENVILLE CO. S. C. 438 PAGE 61

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

SEP 16 11 is AM 1949

To all Whom These Presents May Concern: R. M.C.

WHEREAS I

Newt Hall,

am well and truly indebted to

Oscar Hodges, Jr. and Sara S. Hodges,

in the full and just sum of ---- Eight Hundred and no/100 ---- Dollars, in and by my certain promissory note in writing of even date herewith, due and payable

Thirty (\$30.00) Dollars three months from date and Thirty (\$30.00) Dollars payable every three months thereafter until five years from date, at which time the entire unpaid balance shall become due.

, with interest thereon from

date

at the rate of six per centum per annum, to be computed and paid quarterly, in addition

to above payments on principal, 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, 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 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 I, the said

News Hall,

aforesaid, and for the better securing the payment thereof, 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 at and before the sealing and delivery 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

Oscar Hodges, Jr. and Sara S. Hodges, their heirs and assigns:

all that tract or lot of land in

Saluda Township, Greenville County, State of South Carolina. in School District 15-E, being known and designated as Tract No. 4 of the Mountain Land as shown by plats made by G. A. Ellis in April 1938, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stone corner of Tract No. 5 and on land of C. L. Hightower land and running thence with line of Tract No. 5, N. 10-1/2 E. 46 chs. to a stone on Hightower line; thence with said Hightower line, N. 51-1/4 W. 10 chs. to a stone corner of Tract No. 3; thence with the line of Tract No. 3, S. $10\frac{1}{2}$ W. 46.64 chs. to a stone NM on C. L. Hightower land; thence S. 66-1/2 E. 5.85 chs. to a stake; thence S. 66-3/4 E. 3.95 chs. to the beginning corner and containing 41.74 acres, more or less.

This being the same property conveyed to mortgagor herein by deed of Estelle G. Morgan, said deed being dated the 13th day of September, 1946 and recorded in the R.M.G. Office for Greenville County, S. C. in Deed Boom 299 at page 74.

Paio D.c. 37, 1950.

Sara S. Hodges

Cocar Hadger, gr

Bee Jan. 51

9:34 p. 7 5

andher S. agnew