MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

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GREENVILLE CO. S. C.

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ELLIE FARNSWORTH
R. M. C.

State of South Carolina,

County of GREENVILLE

Vernon C. Ayers and Mae A. Ayers

SEND GREETING:

WHEREAS, we the said Vernon C. Ayers and Mae A. Ayers

in and by our certain promissory note in writing, of even date with these presents am well and truly indebted to Frederick L. Fowler

in the full and just sum of Seven Hundred Fifty & no/100 - - - - - - - - - - - - - -

($ 750.00) 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 January, 1950, and on the 1st day of each month of each year thereafter the sum of $ 30.00, to be applied on the interest and principal of said note, said payments to continue up to and including the ~~xxxxxxxxxxxxxxxxxxxx~~ thereafter until principal and interest is paid in full ~~xxxxxxxxxxxxxxxxxxxx~~ the aforesaid monthly payments of $ 30.00 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of $ 750.00 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 Vernon C. Ayers and Mae A. Ayers, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Frederick L. Fowler according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said Vernon C. Ayers and Mae A. Ayers in hand and truly paid by the said Frederick L. Fowler 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 Frederick L. Fowler, his heirs and assigns, forever:

All that lot of land on the South side of Angel Avenue (sometimes known as Orange Street) in that area recently annexed to the City of Greenville, in the County of Greenville, State of South Carolina, being shown as the Northern portion of Lot 13, Block A, on plat of Buist Circle made by F. G. Rogers, Surveyor, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book C, page 10 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Angel Avenue, joint corner of Lots 13 and 14, Block A, and running thence along the South side of Angel Avenue, N. 72-30 W. 91 feet to an iron pin at corner of Lot 12; thence S. 13-15 W. 124 feet to an iron pin; thence in an Easterly direction along a fence 94.5 feet to an iron pin; thence N. 12 E. 119.6 feet to a point on the South side of Angel Avenue, the beginning corner.

TOGETHER with the right, privilege and easement to maintain across the remaining portion of Lot 13, Block A, on Buist Circle plat the water line extending across said lot to the water main on Mountain View Avenue, all of which is more particularly described in deed made by Fanny T. Taber to Frederick L. Fowler, dated June 24, 1946, recorded in the R.M.C. Office for Greenville County in Deed Book 295, page 18.

It is understood and agreed that this mortgage is junior in lien to a mortgage this day executed to Fidelity Federal Savings & Loan Association in the original sum of $3500.00.

March 1 52
J. L. Fowler
(same as Frederick L. Fowler)

Witness: Jessie Cannon
Margaret [illegible]

14 March 52
Ollie Farnsworth
10:00 A.M. # 6161