

MAR 12 3 19 PM 1951

State of South Carolina, FARNSWORTH R. M. C.

County of GREENVILLE

ALLEN B. CAGLE and JOYCE L. CAGLE

SEND GREETING:

WHEREAS, we the said Allen B. Cagle and Joyce L. Cagle

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to David R. Smith in the full and just sum of Five Hundred and No/100 (\$ 500.00) DOLLARS, to be paid at 14 East Broad Street 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 12th day of April, 1951, and on the 12th day of each month of each year thereafter the sum of \$ 9.67, to be applied on the interest and principal of said note, said payments to continue up to and including the 12th day of February, 1956, and the balance of said principal and interest to be due and payable on the 12th day of March, 1956; the aforesaid monthly payments of \$ 9.67 each are to be applied first to interest at the rate of Six (6) per centum per annum on the principal sum of \$ 500.00 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 Allen B. Cagle and Joyce L. Cagle, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said David R. Smith according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Allen B. Cagle and Joyce L. Cagle in hand and truly paid by the said David R. Smith 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 David R. Smith, his heirs and assigns, forever:

All that lot of land with the improvements thereon situate on the Southwest side of Second Avenue, near the City of Greenville, in Greenville County, State of South Carolina, shown as Lot 7 and the adjoining one-half of Lot 8 of Block "E", on plat of Sunny Slope, made by R. E. Dalton, Engineer, May 1919, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "F", at pages 25 and 26, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Second Avenue, at joint front corner of Lots 6 and 7 of Block "E", and running thence along the line of Lot 6, S 23-49 W 150 feet to an iron pin; thence N 66-11 W 75 feet to an iron pin in the center of the rear line of Lot 8; thence through the center of Lot 8, N 23-49 E 150 feet to an iron pin on the Southwest side of Second Avenue in the center of the front line of Lot 8; thence along the Southwest side of Second Avenue, S 66-11 E 75 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of David R. Smith, of even date, to be recorded herewith, and this mortgage is given to secure a portion of the unpaid purchase price.

SATISFIED AND CANCELLED OF RECORD

DAY OF

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT O'CLOCK P.M. NO.