

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

FILED
GREENVILLE COUNTY

JUN 12 11 25 AM 1951

ELLIS FARMER
R.M.C.

State of South Carolina,

COUNTY OF GREENVILLE

DAISY MAZELIA WILLIS and EDWARD E. WILLIS

SEND GREETING:

WHEREAS, we the said Daisy Mazelia Willis and Edward E. Willis,

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Gabrielle Austin and Charley V. Austin in the full and just sum of Thirty-one Hundred and No/100- (\$ 3100.00) DOLLARS, to be paid at _____ in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Five (5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 15th day of July, 1951, and on the 15th day of each month of each year thereafter the sum of \$ 35.00 to be applied on the interest and principal of said note, said payments to continue ~~according to the terms of the note~~ monthly; the aforesaid monthly payments of \$ 35.00 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 3100.00 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 Daisy Mazelia Willis and Edward E. Willis, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Gabrielle Austin & Charley V. Austin according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Daisy Mazelia Willis and Edward E. Willis in hand and truly paid by the said Gabrielle Austin & Charley V. Austin 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 Gabrielle Austin and Charley V. Austin, their heirs and assigns, forever:

All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat made by W. J. Riddle, Surveyor, May 1950, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "X", at page 191, the following metes and bounds, to-wit:

BEGINNING at a point on the Eastern side of Calvary Street, which point is 178 feet from the Northeast corner of Calvary Street and Dunbar Street, and running thence S 64-00 E 71 feet to an iron pin; thence N 27-07 E 32 feet to an iron pin; thence N 64-38 W 71 feet to an iron pin on the Eastern side of Calvary Street; thence along the Eastern side of Calvary Street, S 27-15 W 32.6 feet to the beginning point.

This is the same property conveyed to the Mortgagors by deed of the said Gabrielle Austin and Charley V. Austin, of even date, to be recorded herewith, and this mortgage is given to secure a portion of the unpaid purchase price.

ALSO, all our right and interest in and to that joint driveway 10 feet in width, 5 feet of which is located on the South edge of the above described lot, and 5 feet of which is located on the North edge of a lot now or formerly belonging to Annie Mae Anderson, all of which is more particularly set forth in an agreement of record in the said R.M.C. Office in Deed Book 410, at page 417.