

AUG 17 11 29 AM '61

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James Ben Austin and Anna C. Austin, of the County of Greenville, State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted to John A. Park,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of TWO THOUSAND and no/100 (\$2,000.00)

Dollars (\$ 2,000.00 ) due and payable as follows: ONE HUNDRED FIFTY (\$150.00) DOLLARS on September 16, 1961, and a like sum on the 16th day of each and every succeeding Calendar month thereafter, each of said payments to be applied first to the interest and then to the principal balance owing, until paid in full,

with interest thereon from date at the rate of Seven percent (7%) computed quarterly and per annum, to be paid monthly, as above,

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, on the northern side of Lindbergh Avenue in the City of Greenville, being shown and designated as Lot Number Twenty (No. 20) on a plat of the L. A. Mills property, made by Dalton & Neves, Engrs., January 1928, recorded in Plat Book "H" at pages 117-118 in the R. M. C. office for Greenville County, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Lindbergh Avenue, joint corner with Lot No. 21, and which point is One Hundred Thirty Three and 3/10ths (133.3) feet from Gower Street, and running thence S. 37-0 W. 46 feet along the northern side of Lindbergh Avenue to an iron pin, joint front corner with Lot No. 19; thence N. 53-0 W. 105.6 feet along line of Lot No. 19 to an iron pin, joint corner of Lots Nos. 19, 20, 25, and 26; thence N. 40-15 E. 46.1 feet along rear line of Lot No. 25 to an iron pin, joint corner of Lots Nos. 20, 22, 23 and 25; thence S. 53-0 E. 103 feet along line of Lot No. 22 and original line of Lot No. 21 to the point of beginning on Lindbergh Avenue.

The above described property is the same conveyed to J. B. Austin by Deed recorded in said R. M. C. office, - by the Oregon Lumber Co.

This mortgage is executed by the mortgagors to obtain funds with which to pay for residential building consisting of three rooms and bath, to be placed, erected and completed on said premises, and for other improvements to be made on and about same, and for no other purpose; and this is a construction mortgage.

This is a first mortgage over the above described property, and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.