

FILED
GREENVILLE CO. S. C.
BOOK 1047 PAGE 543
JAN 5 3 37 PM 1967
OLLIE FARNSWORTH
R. M. C.

The State of South Carolina,
COUNTY OF

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, **we**, the said **Elmer D. Oswald and Audrey O. Oswald**

hereinafter called the mortgagor(s) in and by **our** certain promissory note in writing, of even date with these presents, **are** well and truly indebted to **John M. Flynn**

hereinafter called the mortgagee(s), in the full and just sum of **One Thousand Seven Hundred Fifty and no/100-----DOLLARS (\$ 1,750.00)**, to be paid **90 days from date,**

, with interest thereon from **date** at the rate of **six (6%)** **quarterly** percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at the same rate as principal.

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 ten (10%) per cent, of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to **us**, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 **John M. Flynn, His Heirs and Assigns, Forever:**

ALL that lot of land with the buildings and improvements thereon situate on the East side of Brewster Drive near the city of Greenville, in Greenville County, South Carolina, being shown as Lot No. 51 on plat of Pine Brook Development, recorded in the RMC Office for Greenville County, S. C. in Plat Book Z page 148, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Brewster Drive at the joint front corner of Lots 51 and 53 and runs thence with the line of Lot 53, N 56-29 E. 150 feet to an iron pin; thence N. 33-31 W. 82 feet to an iron pin; thence S. 73-06 W. 134 feet to an iron pin on the East side of Brewster Drive; thence along Brewster Drive S. 16-54 E. 70 feet to an iron pin; thence still along Brewster Drive S. 33-31 E. 54 feet to the beginning corner.

This is the same property conveyed to us by deed of Ralph M. Kesler and Annette H. Kesler of even date herewith. This mortgage is junior in rank to the lien of that mortgage given by Robert L. Carter and Rebecca G. Carter to The Prudential Insurance Company of America, on September 13, 1962 in the original amount of \$12,600.00 recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 901 page 353.

*Paid in full this 23rd day of September 1969.
John M. Flynn
Witness Grace P. Satterfield*

SATISFIED AND CANCELLED OF RECORD
23 DAY OF *Sept.* 19*69*
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT *9:08* O'CLOCK *A* M. NO. *7104*