

State of South Carolina,

County of GREENVILLE

H. Ollie Dillard^{Jr.} and Louie M. Dillard

SEND GREETING:

WHEREAS, ~~we~~ the said ~~H. Ollie Dillard and Louie M. Dillard~~

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 Forty-eight Hundred Twenty-seven and 16/100 (\$ 4827.16) 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 August, 1948 and on the 1st day of each month of each year thereafter the sum of \$ 40.00 to be applied on the interest and principal of said note, said payments to ~~continue up to and including the 1st day of June 1950, and the balance of said principal and interest to be due and payable July 1, 1950~~ continue up to and including the 1st day of June 1950, and the balance of said principal and interest to be due and payable July 1, 1950; the aforesaid monthly payments of \$ 40.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 4827.16 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 H. Ollie Dillard, Jr. and Louie M. Dillard, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Gabrielle Austin and 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 H. Ollie Dillard and Louie M. Dillard, 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 certain piece, parcel or tract of land situate, lying and being near Laurel Creek on the Laurens Road in Butler Township, Greenville County, South Carolina, being more particularly described as follows:

BEGINNING at an iron pin on the Eastern side of Laurens Road at its intersection with the South side of a 30-foot private road; running thence along the Eastern side of Laurens Road S. 45-26 E. 103.6 feet to an iron pin; thence still with the Eastern side of Laurens Road S. 46-37 E. 96.4 feet to an iron pin; thence leaving the Laurens Road N. 38-00 E. 435.6 feet to an iron pin on the Southern side of a 30-foot private road; thence along the Southern side of the private road S. 38-00 W. 435.6 feet to the beginning point, containing 2 acres.

This property is the same conveyed to us by Gabrielle Austin and Charley V. Austin by deed to be recorded, and this mortgage is given to secure a portion of the purchase price.

Paid in full...