

SEP 28 5 04 PM 1949

State of South Carolina

OLLIE FARNSWORTH R. M. C.

County of Greenville.

CHARLES FRANKLIN AYERS and TERRELL PETIT AYERS SEND GREETING: WHEREAS, we the said Charles Franklin Ayers and Terrell Petit Ayers

is and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to Citizens Lumber Company in the full and just sum of Five Thousand & no/100 (\$5,000.00) DOLLARS, to be paid at its Office 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 December, 1949, and on the 1st day of each month thereafter the sum of \$100.00 semi-annually to be applied on the interest and principal of said note, said payments to continue thereafter until paid in full; and the balance of said principal and interest to be due and payable on the 1st day of January, the aforesaid monthly payments of \$100.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$5,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of the said monthly payments 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 Charles Franklin Ayers and Terrell Petit Ayers in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Citizens Lumber Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Charles Franklin Ayers and Terrell Ayers in hand and truly paid by the said Citizens Lumber Company 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 Citizens Lumber Company its successors and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the north side of Tenth Street (also known as Bramlett Road or New Hat Road) near the Woodside Mill Village in Greenville Township, Greenville County, South Carolina, and shown as Lot No. 16 on plat of White City View made by W. D. Neves, Engineer, April 9, 1914, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book 5, page 111, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Tenth Street at joint front corner of Lots 15 and 16, said pin being 116.3 feet east from the Northeast corner of the intersection of Tenth Street and Y. M. C. A. Street, and running thence along the line of Lot 15, N. 0-15 E. 143.9 feet to an iron pin on the South side of a ten-foot alley; thence along the South side of said alley, N. 0-17 E. 45.1 feet to an iron pin; thence along the line of Lot 17, S. 0-18 W. 142 feet to an iron pin on the North side of Tenth Street; thence along the North side of Tenth Street, S. 0-17 W. 48.6 feet to the beginning corner.

This is the same property conveyed to us by deed of W. L. Dempsey dated December 24, 1948, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 370, page 55.

Handwritten notes and signatures at the bottom of the page, including names like 'Ollie Farnsworth' and dates like 'Paid Nov. 19, 1949'.