

Vol. 414 pg. 304
The State of South Carolina
County of Greenville

To All Whom These Presents May Concern:

We, Charlie Ervin and Minnie Ervin

Whereas, we, the said Charlie Ervin and Minnie Ervin

in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to Daniel R. Cain and Joseph H. Earle, Jr.

in the full and just sum of TWO HUNDRED, TWENTY AND NO/100 - - - - -

(\$220.00), to be paid as follows: TWENTY-FIVE AND NO/100 - (\$25.00) DOLLARS on the 24th day of March, 1949 and TWENTY-FIVE AND NO/100 - (\$25.00) DOLLARS on the 24th day of each and every succeeding month thereafter until paid in full.

, with interest thereon from date

at the rate of six per centum per annum, to be computed and paid semi-annually

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 Charlie Ervin and Minnie Ervin, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Daniel R. Cain and Joseph H. Earle, Jr. according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said Charlie Ervin and

Minnie Ervin, in hand well and truly paid by the said Daniel R. Cain and Joseph H. Earle, Jr. at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Daniel R. Cain and Joseph H. Earle, Jr., their heirs and assigns forever:

"All that certain piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township in a section known as Brutontown, being a portion of the Barney Jackson property, and having, according to a plat and survey made by G. A. Ellis, Surveyor, April, 1938, the following metes and bounds, to-wit:

"BEGINNING at the Northwest corner of the Dicey Cox lot and running thence along the line of that lot, S. 19 E. 100 feet to an iron pin; thence N. 45 E. 78.5 feet to an iron pin; thence N. 39 W. 93 feet to an iron pin; thence S. 42 W. 42 feet to the beginning corner; being the same conveyed to us by Milton Ervin by deed dated July 24, 1947, recorded in the R. M. C. office for Greenville County in Deed Vol. 316 page 339.

This mortgage is junior and inferior in rank to a certain mortgage in the principal sum of \$1700.00 given by us to Susan C. Gallivan in

Witness
Mary Louise Sullivan,
This mortgage paid and satisfied in full
this 18th day of September, 1950
Daniel R. Cain,
Joseph H. Earle, Jr. -
Sept 1950
Ollie Farnsworth
3:57 P. 2290