NOV 16 10 38 AM 1955

OLLIE FARNSWORTH R. M.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

WHEREAS I, BAROLD AUSTIN,

am

well and truly indebted to

800K 659 PAGE 25

ELLEN FOSTER

in the full and just sum of Four Hundred Twenty and no/100 (\$420.00)-----Dollars, in and by certain promissory note in writing of even date herewith, due and payable in seventeen (17) monthly installments, the first sixteen (16) of which will be Twenty-five (\$25.00) Dollars each and the seventeenth (17th) installment Twenty (\$20.00) Dollars. The first such installment to be due and payable on the 12th day of December, 195, and the remaining installments on the 12th day of each month thereafter until paid in full. The obligor reserving the right to pay all or any part of the balance due hereon at any installment paying date

> , with interest thereon from maturity

at the rate of five per centum per annum, to be computed and paid monthly

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 $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$, the said

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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

Harold Austin

all that tract or lot of land in The of South Carolina.

ALL that piece, parcel, or lot of land lying in Greenville County near the City of Greenville, known as the property of Ellen Foster as shown on plat of said property, made by C. C. Jones, Engineer, September 19, 1955 and recorded in Plat Book JJ at Page 61 in Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Renrick Street, said iron pin being S 55-00 E 38.5 feet from the right-of-way from the Southern Railway; running thence S 55-00 E 75 feet along the Northern side of Renrich Street to an iron pin; thence N 34-34 E 162.8 feet to an iron pin; thence N 55-00 W 75 feet to an iron pin; thence S 34-34 W 162.8 feet to the point of beginning.