

The State of South Carolina,

County of GREENVILLE

DEC 1 3 1949

To All Whom These Presents May Concern:

O. P. HAYNES & CLEO BROWN HAYNES

SEND GREETING:

Whereas, We, the said O. P. Haynes & Cleo Brown Haynes hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are trustee well and truly indebted to Peoples National Bank of Greenville, S. C., under agreement with Josephine C. Newell, dated August 30, 1949, hereinafter called the mortgagee(s), in the full and just sum of Five Thousand Five Hundred and No/100

----- DOLLARS (\$ 5,500.00), to be paid in equal quarterly installments of \$137.00 on principal commencing February 28th, 1950 until paid in full, with the privilege to anticipate any portion or all of the unpaid principal indebtedness without penalty on any interest payment date.

, with interest thereon from date at the rate of five (5%) percentum per annum, to be computed and paid

February 28th, 1950 and quarterly thereafter 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, then 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(s) promise to pay all costs and expenses including 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 well and truly paid by the said mortgagee(s) 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 Peoples National Bank of Greenville, S.C., under agreement with Josephine C. Newell, dated August 30, 1949.

All that certain piece, parcel or tract of land together with the buildings and improvements thereon situate, lying and being on the North side of West Earle Street, in the City of Greenville, County of Greenville, State of South Carolina, and being shown as part of Lots 3 and 4 according to a resurvey and plat for the Estate of Mrs. F. L. Stone, prepared by Will D. Neves, Engineer, April 7, 1915, which plat is recorded in Plat Book E, at page 157, R. M. C. Office, Greenville County, S. C., and having according to a recent plat and survey of the property of F. S. Cary Estate made by Piedmont Engineering Service, dated November 7, 1949, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of West Earle Street, which point is 406 feet East of the Northeast intersection of West Earle Street and Rutherford Street and which point is the joint front lines of Lots 2 and 3; thence N. 1-05 E. 218.2 feet to an iron pin, which pin is 10.5 feet N. 1-05 E. of the dotted line shown on the Neves plat above referred to; thence S. 86-05 E. 100 feet to an iron pin in the joint line of Lots 3 and 4; thence S. 1-05 W. 10.5 feet to an iron pin; thence S. 86-05 E. 35.3 feet to an iron pin; thence S. 1-05 W. 207.8 feet to an iron pin on the North side of West Earle Street; thence along said street, N. 86-05 W. 35.3 feet to an iron pin, joint front corner of Lots 4 and 3; thence

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