BOOK 6/2 DAGE 459

THE STATE OF SOUTH CAROLINA

MAR 26 2 30 PM 1950

COUNTY OF GREENVILLE

SULTE FARNSWORTH R. M.C.

o All Whom These Presents May Concern:

J. William Davis and Betty T. Davis, Mortgagors herein SEND GREETING:

Whereas, We , the said J. William Davis and Betty T. Davis

in and by our certain promissory

note in writing, of even date with these

Presents, are well and truly indebted to Lewis Griffith Merritt, Sr. as Executor of the Estate of James Tillinghast Moore, deceased, in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars

, to be paid at the rate of \$90.90 per month, the first payment to be thirty days from the date of this mortgage

, with interest thereon from date

at the rate of 4 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 we, the said J. William and Betty T. Davis, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Lewie Griffith Merritt as Ex. of the Estate of /James Tillinghast Moore according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said J. William and Betty T. Davis , in hand well and truly paid by the said Lewie Griffith Merritt, as Executor of the Estate of James Tillinghast Moore at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have grant-

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granter, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Lewie Griffith Merritt, Sr. as Executor of the Estate of James Tillinghast Moore, his heirs and assigns forever:

All that piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the Southwestern side of Augusta Court in the City of Greenville, County of Greenville, State of South Carolina being shown as Lot #53 and the Southeastern one half of lot 5h adjacent thereto of Block D on plat of subdivision known as Augusta Court, recorded in the R.M.C. Office for Greenville County in Plat Book F at page 12h and having, according to said plat and a recent survey made by A. C. Crouch, Engineer, March 7, 1950, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Augusta Court in the front line of lot 54, said pin being 113.4 feet in a Southeastern direction from a right angle bend in Augusta Court and running thence through the center of lot 54, S. 51-55 W. 177 feet to an iron pin in the center with rear line of lot 54; thence S. 39-26 line of lot 52, N. 49-00 E. 177 feet to an iron pin on the Southwestern side of Augusta Court, N. 39-33 W. 107.45 feet to the beginning corner.