AUG 9 11 65 AM 1948

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH R. M.C.

To All Whom These Presents May Concern:

We, Charlie Ervin and Minnie Ervin

SEND GREETING:

. the said

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Charlie Ervin and Minnie Ervin

note in writing, of even date with these

Presents, are

Whereas.

well and truly indebted to

Susan C. Gallivan

in the full and just sum of ONE THOUSAND, SEVEN HUNDRED AND NO/100 - - - -

promissory

(\$1,700.00) to be paid in monthly instalments of THIRTY AND NO/100 - (\$30.00) DOLLARS each, beginning on the first day of September, 1948 and continuing on the first day of each succeeding month thereafter until paid in full, said payments to be applied first to interest and then to the principal balance due from month to month, with the privilege to pay any part of said amount at any time

. with interest thereon from

date

at the rate of / seven per cer

per centum per annum, to be computed and paid

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

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 Susan C. Gallivan

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

Susan C. Gallivan

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 Susan C. Gallivan, her 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, and in Greenville Township in a section known as Brutontown, being a portion of the Barney Jackson property, and having, according to a plat and survey of same made by G. A. Ellis, Surveyor, April, 1938, the following metes and bounds, to-wit:

"BEGINNING at the Northwest corner of 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 lot of land conveyed to us by Milton Ervin by his deed dated July 24, 1947 and recorded in the R. M. C. office for Greenville County in Deed Vol. 316, page 339."

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PILD AND CANCELLED OF RECORD