

STATE OF SOUTH CAROLINA,

VOL 432 PAGE 334
County of Greenville

JUL 21 10 01 AM 1949

OLLIE FARNSWORTH
R. M. C.

To all Whom These Presents May Concern:

WHEREAS We, Carl E. Martin and Judy H. Martin, of Greenville, are well and truly indebted to L. L. Shealy

in the full and just sum of SEVEN HUNDRED, FIFTY AND NO/100 (\$ 750.00) Dollars,

in and by our certain promissory note in writing of even date herewith, due and payable, as follows: in monthly instalments of FIFTY AND NO/100 (\$50.00) DOLLARS each, beginning on the 19th day of August, 1949, and continuing on the 19th day of each and every calendar month thereafter until the principal balance has been paid in full, said payment to be applied first to payment of interest and then to the principal balance due from month to month

with interest from date at the rate of six per centum per annum until paid; interest to be computed and paid monthly and if unpaid when due to bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said Carl E. Martin and Judy H. Martin

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 us 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 L. L. Shealy:

All those two certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, and in Gantt Township, being known and designated as Lots Nos. 37 and 38 of a subdivision known as Fresh Meadow Farms, as shown on plat thereof made by M. H. Woodward on May 21, 1945, recorded in the R. M. C. office for Greenville County in Plat Book M, at page 127, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of High Valley Boulevard at the corner of Lot No. 36, and running thence along the line of that lot, N. 72-55 E. 300 feet to an iron pin at the rear corner of said lot; thence S. 17-05 E. 145.2 feet to an iron pin at the rear corner of Lot No. 39; thence along the line of that lot, S. 72-55 W. 300 feet to an iron pin at the corner of said lot on the east side of High Valley Boulevard; thence along the east side of said boulevard, N. 17-05 W. 145.2 feet to the beginning corner.

The above described lots were conveyed to us by two separate deeds as follows: (1) Lot No. 37 by L. A. Moseley, et al on the 18th day of August 1946 by deed recorded in R.M.C. office for Greenville County in Vol. 298, page 268; and (2) Lot No. 38 was conveyed by the same grantors on Sept. 9, 1947 by deed recorded in Vol. 317, page 49.

The grantors hereby expressly warrant that there are no other liens now outstanding against the above described property, and that the above mortgage constitutes a first and prior lien thereon.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said L. L. Shealy, his Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, our Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

*Paid in full
1/10/51*

*Witness: L. L. Shealy
J. Angus Bunsell*

*Ollie Farnsworth
1949*