

State of South Carolina,

COUNTY OF GREENVILLE

I, WILLIAM S. HAWKINS,

SEND GREETING:

WHEREAS, I the said William S. Hawkins,

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Gertrude R. Holmes,

in the full and just sum of Five Thousand Three Hundred and No/100ths (\$5,300.00) DOLLARS, to be paid in Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of four & one-half (4½%) per centum per annum, interest only to be computed & paid semi-annually until Jan 1, 1959, thereafter said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of January, 1959, and on the 1st day of each month of each year thereafter the sum of \$98.81, to be applied on the

interest and principal of said note, said payments to continue up to and including the 1st day of November, 1963, and the balance of said principal and interest to be due and payable on the 1st day of December,

1963, the aforesaid monthly one-half payments of \$98.81 each are to be applied first to interest at the rate of four & one-half (4½%) per centum per annum on the principal sum of \$5,300.00 or

so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 I the said William S. Hawkins

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Gertrude R. Holmes according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

me the said William S. Hawkins,

in hand and truly paid by the said Gertrude R. Holmes,

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released,

and by these Presents do grant, bargain, sell and release unto the said GERTRUDE R. HOLMES:

A one-fourth (¼) undivided interest in and to:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, in a subdivision known as Medical Court, being known and designated as Lot No. 7 of said subdivision and being described according to a plat prepared by the Piedmont Engineering Service, Greenville, S. C., dated September, 1949, entitled "Plat of Medical Court, Greenville, S.C.", which plat is of record in the R. M. C. Office for Greenville County, S. C. in Plat Book W, at page 77. The property herein mortgaged has according to the aforementioned recorded plat the following metes and bounds, courses and distances, to-wit:

BEGINNING at a point in the center of a 20-foot street at the joint front corner of Lots Nos. 7 and 8, which point is 102.6 feet from the intersection of said 20-foot street and Arlington Avenue, and running thence along the common line of Lots Nos. 7 and 8 N. 71-27 W. 80 feet to an iron pin; thence S. 18-24 W. 102.3 feet to an iron pin on the Northern side of Arlington Avenue; thence along the Northern side of Arlington Avenue S. 71-13 E. 80 feet to a point in the center of the aforementioned 20-foot street at its intersection with Arlington Avenue; thence along the center of said 20-foot street N. 18-24 E. 102.6 feet to the beginning corner.

This mortgage is given to secure the purchase price and is junior in lien to a mortgage given by Lonita M. Boggs and Gertrude R. Holmes to Carolina Life Insurance Company on March 28, 1951, in the original amount of \$15,000.00 and is recorded in the R. M. C. Office for Greenville County in Mortgage Book 494 at page 358, which mortgage was assumed ~~xxxxxx~~ by the mortgagor herein.