

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Evans Stewart of the City of Greenville, County of Greenville, State of South Carolina SEND GREETING:
WHEREAS, I, the said Evans Stewart

in and by my certain Promissory note in writing, of even date with these presents, as well and truly indebted to

Gabrielle Austin and Charles V. Austin
in the full and just sum of Two hundred, nineteen and 95/100 (\$219.95) Dollars
to be paid: \$3.21 a month, principal and interest, beginning January 28, 1939.

with interest thereon from date at the rate of six per cent. 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, 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; said note further providing for an attorney's fee of 10% of the amount due, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor, in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and

their Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid,

In the City of Greenville, on the north side of Haynie Street, being Lot No. 5 of Block A, 14 Spring Springs Land Company, according to a plat recorded in Plat Book E Page 41. Beginning on Haynie Street at corner of Lot No. 6; thence N. 4-22 W. 158.2 feet; thence N. 81-35 W. 51 feet to corner of Lot # 4; thence S. 4-20 E. 174.4 feet to Haynie Street; thence with Haynie Street S. 88-48 E. 50 feet to the beginning corner, and being the same lot of land conveyed to me by L. B. Houston Trustee, by deed dated April 6th, 1926, and recorded in Deeds Book 98, Page 517, R. M. C. Office for Greenville County.

It is understood and agreed that this mortgage is junior in lien to the mortgage of Evans Stewart to Home Owners' Loan Corporation in the sum of \$1080.00, dated January 28, 1936, and is not to be foreclosed in any event for a period of three (3) years.