MORTGAGE OF REAL ESTATE-Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

BOOK 1118 PAGE 348

The State of South Carolina,

County of

GREENVILLE

CREENVILLE CO. S. C.

FEB 28 10 01 AM '69

OLLIE FARNSWORTH R. M. C.

To All Whom These Presents May Concern: J. E. AUST IN

SEND GREETING:

Whereas,

ľ

, the said J. E. Austin

in and by

my

certair

promissory

note in writing, of even date with these

presents,

am

well and truly indebted to Berry's, Inc.

in the full and just sum of Ninety-two Thousand Five Hundred and No/100 (\$92,500.00)

Dollars to be paid with interest thereon, according to the terms of a certain promissory note bearing even date herewith, to which note reference is specifically made, providing for the payment thereof in installments, the last of which is due and payable on or not later than June 1, 1981

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mterest 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; 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 or 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 attorney's 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 J. E. Austin

. in consideration of the said debt and

sum of mone, atoresaid, and for the better securing the payment thereof to the said Berry's, Inc.

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars. to me. the said J. E. Austin

. in hand well and truly paid by the said Berry's, Inc.

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said BERRY'S, INC., its successors and assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being on the Western side of Poinsett Highway near the City of Greenville, County of Greenville, State of South Carolina, as shown on plat entitled "Property of Berry's, Inc.", prepared by C. O. Riddle, dated February, 1966, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book VVV at page 135 and having, according to said plat, the following metes and bounds: