MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C.

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OLLIE FARNSWORTH
R. M.C.

The State of South Carolina,

COUNTY OF GREENVILLE

J. E. HELLAMS and LEMA (LIMA) H. HELLAMS SEND GREETING:

Whereas, we, the said J. E. Hellams and Lema (Lima) H. Hellams

hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to GABRIELLE AUSTIN and CHARLCY V. AUSTIN

hereinafter called the mortgagee(s), in the full and just sum of

Four Thousand Six Hundred Ninety-four & 44/100-DOLLARS ($ 4,694.44), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of July, 1959, and on the 1st day of each month of each year thereafter the sum of $25.00, to be applied on the interest and principal of said note, said payments to continue/~~up to and including the ----- day of ----------, 19----; and the balance of said principal and interest to be due and payable on the ----- day of ----------, 19----~~; the aforesaid monthly payments of $ 25.00 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of $ 4,694.44 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.

thereafter until the principal and interest are paid in full;

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 herein 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 convenant 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 ten (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 we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 Gabrielle Austin and Charlcy V. Austin, their heirs and assigns, forever:

ALL that certain piece, parcel or tract of land with the buildings and improvements thereon, situate South of and near Laurel Creek in Austin Township, Greenville County, South Carolina, containing 0.91 acres, more or less, and according to a survey by J. Mac Richardson, registered L.S., being more particularly described as follows:

BEGINNING at an iron pin on the Western right of way line of the Laurens Road, joint corner with Chiles, and running thence along the Western right of way line of the Laurens Road, N. 62-52 W., 85.0 feet to an iron pin; thence S. 24-01 W., 457.5 feet to an iron pin on the Eastern side of the old Laurens Road, now closed; thence with the Eastern side of the old Laurens Road, S. 65-55 E., 83.2 feet to an iron pin on the Chiles property line; thence with the Chiles property line, N. 24-01 E., 456.4 feet to the point of beginning.

This is the same property conveyed to us by Wm. H. Austin and others, by deed dated August 1, 1947, and this mortgage is made subject to the same restrictions as set forth in said deed, which restriction is made a part hereof by reference.