

APR 16 11 52 AM 1956

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

To all Whom These Presents May Concern:

WHEREAS WE, ROBERT E. BALLEW and LETTIE S. BALLEW are

well and truly indebted to

CLYDE H. HERNDON

in the full and just sum of Four Thousand Seven Hundred and no/100 (\$4,700.00) Dollars, in and by our certain promissory note in writing of even date herewith, due and payable

in equal monthly installments of Forty-five (\$45.00) Dollars each until interest and principal is paid in full, said installments to be first applied toward the payment of interest and the balance toward the reduction of the principal. The first such installment to become due on June 1, 1956 and a like installment on the first day of each and every month thereafter until paid in full. The obligor reserving the privilege to pay all or any part of the balance due hereon, on any installment paying date hereafter

, with interest thereon from date

at the rate of six per centum 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, 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 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 we, the said Robert E. Ballew and Lettie S. Ballew

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

Clyde H. Herndon

all that tract or lot of land in

Greenville Township, Greenville County, State of South Carolina.

ALL that piece, parcel, or lot of land in Greenville County, South Carolina, beginning at iron pin at SE corner of intersection of Pinckney Street and May Avenue, and running thence along south side of May Avenue N 57-30 E 87 feet, more or less, to iron pin; thence S 32-30 E 57.5 feet to iron pin; thence S 57-30 W 87 feet to iron pin on east side of Pinckney Street; thence along Pinckney Street N 32-30 W 57.5 feet to beginning corner. (This portion of Lot No. 2 of property of W. T. Lipscomb as shown by Plat of J. C. Hill, recorded in Plat Book F, page 29.) For the above metes and bounds reference is hereby made to a plat of the property of Barmore Realty Co., dated June 15, 1949, made by J. C. Hill, Surveyor, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book "V" at page 153.

This is the same property conveyed to the mortgagors herein by deed of the mortgagee herein of even date and to be recorded concurrently herewith.