

State of South Carolina,

County of GREENVILLE

FILED
GREENVILLE CO. S. C.

JUL 29 1 56 PM 1963

COLLIER COUNTY
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, FRED AUSTIN and ALICIA T. AUSTIN

(herein called mortgagor) SEND GREETING:

WHEREAS, the said mortgagors, Fred Austin and Alicia T. Austin

in and by a certain promissory note in writing, of even date with these Presents is well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of TWELVE THOUSAND

(\$12,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Five and one half (5½) % per centum per annum, said principal and interest being payable in 300 instalments as follows:

Beginning on the 1st day of September, 1963, and on the 1st day of each month of each year thereafter the sum of \$ 73.70 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August, 1988 and the balance of said principal and interest to be due and payable on the 1st day of August, 1988; the aforesaid monthly payments of \$ 73.70 each are to be applied first to interest at the rate of Five and one half (5½) % per centum per annum on the principal sum of \$ 12,000.00 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 instalments 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 instalment or instalments, or any part thereof, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 and mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 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 LIBERTY LIFE INSURANCE COMPANY 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 LIBERTY LIFE INSURANCE COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY

All that piece, parcel or lot of land in County of Greenville; State of South Carolina, Chick Springs Township, located on the Northern side of Clark Ave., and being shown as all of lot number FIFTY FIVE (55) and the adjoining one half of lot number FIFTY SIX (56) as shown on a plat of property entitled "Brookhaven", made by H. S. Brockman, surveyor, Dated December 12, 1957 and amended September 1, 1959, and having the following courses and distances according to a survey and plat made for Fred & Alicia Austin by G. A. Wolfe, surveyor, dated June 24, 1963; to wit:

Beginning at an iron pin on the Northern side of Clark Ave., at the joint front corner of lots 54 and 55 and running thence N. 79-25 W., 150 feet along the Northern side of Clark Ave., to an iron pin in line of lot 56; thence N. 11-40 E., 172.1 feet through lot No. 56 to an iron pin in the line of lot 35; thence S. 78-38 E., 150 feet as the common line of lots 56, 35, 36 and 55 to an iron pin at the joint rear corner of lots 37 and 54; thence S. 11-39 W., 170 feet as the common line of lots 54 and 55 to the beginning corner. Said plat of "Brookhaven" is recorded in plat book RR page 41, Greenville County R. M. C. Office.

The following prepayment privileges are reserved:

(1). On any interest payment date to make additional principal payments; provided, however, that the total of such payments made during any twelve month period calculated from the date of the note, or any anniversary thereof, shall not exceed \$2,400.00; (2). on any interest payment date to make additional principal payments in excess of the amount provided under (1) above up to, and including, the entire balance due on the loan