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MORTGAGE OF REAL ESTATE—Form Prepared by Haynsworth & Haynsworth, Atturneys at Law, Greenville, S. C. REENVILLE CO. S. C.

The State of South Carolina,

AUG 15 10 22 AM 1552

County of GREENVILLE.

BLLIEFARNSWORTH R. H.C.

To All Whom These Presents May Concern:

I, CHARLES L. TIDWELL,

SEND GREETING:

Whereas, I , the said Charles L. Tidwell

in and by my certain

promissory

note in writing, of even date with these

presents, am well and truly indebted to The South Carolina National Bank of Charleston, as Trustee under Agreement with Richard W. Arrington dated March 23, 1945, in the full and just sum of Ten Thousand and no/100 (\$10,000.00) Dollars

, to be paid in forty quarterly installments of \$250.00 each on the 15th day of November, February, May and August of each year until paid in full, the first of said quarterly installments to be due and payable November 15, 1952.

, with interest description on the unpaid balance of the principal sum thereof from date at the rate of 42 per centum per annum, to be computed and paid on principal payment dates

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; 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

Charles L. Tidwell

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said The South Carolina National Bank of Charleston, as Trustee under Agreement with Richard W. Arrington dated March 23, 1945,

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

consideration of the further sum of Three Dollars, to me, the said

Charles L. Tidwell

, in hand well and truly paid by the said The South Carolina National Bank of Charleston, as Trustee under Agreement with Richard W. Arrington dated March 23, 1945, 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 The South Carolina National Bank of Charleston, as Trustee under Agreement with Richard W. Arrington dated March 23, 1945:

All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in the Dunean Mills Village, Greenville County, South Carolina, and being more particularly described as Lot No. 10, Section 5, as shown on a plat entitled "Subdivision for Dunean Mills, Greenville, S. C.", made by Pickell & Pickell, Engineers, Greenville, S. C., on June 7, 1948, revised June 15, 1948, and August 7, 1948, and recorded in the R. M. C. Office for Greenville County in Plat Book S, at pages 173-177, inclusive. According to said plat the within described lot is also known as No. 42 Smythe Avenue and fronts thereon 196 feet.