

FILED GREENVILLE CO. S. C.

# State of South Carolina,

APR 23 11 41 AM 1955

COUNTY OF GREENVILLE

LOLLIE FARM NORTH R.M.C.

THE FIRST NATIONAL BANK OF GREENVILLE, S. C., as Trustee for William Choice Cleveland under Trust Indenture made February 12, 1953, by William Choice Cleveland, and William Choice Cleveland

WHEREAS, we the said The First National Bank of Greenville, S. C., as Trustee for William Choice Cleveland under Trust Indenture made February 12, 1953, by William Choice Cleveland, and William Choice Cleveland, 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 THE FIRST NATIONAL BANK OF GREENVILLE, S. C.,

in the full and just sum of Five Thousand and No/100 (\$5,000.00) DOLLARS, to be paid at its bank

interest thereon from date hereof until maturity at the rate of Three & one-half 3 1/2 % per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of May, 1955, and on the 1st day of each month thereafter the sum of \$466.06

interest and principal of said note, said payments to continue thereafter until the principal and interest are paid in full, and the balance of said principal and interest to be due and payable on the day of

the aforesaid monthly payments of \$466.06 each are to be applied first to interest at the rate of Three & one-half 3 1/2 % per centum per annum on the principal sum of \$5,000.00 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 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 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 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 covenant 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 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 THE FIRST NATIONAL BANK OF GREENVILLE, S. C., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate, lying and being on the East side of South Main Street, on the North side of East McBee Avenue and on the West side of South Brown Street, in the City of Greenville, in Greenville County, S. C., and having the following metes and bounds, to wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of South Main Street and East McBee Avenue and running thence with the North side of East McBee Avenue in an Easterly direction, 242 feet, more or less, to an iron pin at the Northwest corner of the intersection of East McBee Avenue and South Brown Street; thence with the West side of South Brown Street in a Northerly direction 150 feet, more or less, to an iron pin at the Southeast corner of property belonging to The South Carolina National Bank; thence along the line of property of The South Carolina National Bank, in a Westerly direction, 232.9 feet, more or less, to an iron pin on the East side of South Main Street; thence with the East side of South Main Street in a Southerly direction, 150 feet, more or less, to the beginning corner.

The above property is the same conveyed to The First National Bank of Greenville, S. C., as Trustee for William Choice Cleveland under Trust Indenture made February 12, 1953, by William Choice Cleveland, by deed of William Choice Cleveland, dated February 14, 1953, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 472, at page 257.

This mortgage shall rank equal in priority with the lien of that mortgage