800K 682 PART 305

The State of South Carolina,

County of GREENVILLE

JJN 22 11 sa AN 1956

QLLIE FARNSWORTH R. M.C.

## To All Whom These Presents May Concern:

CALLOWAY M. MILLER

SEND GREETING:

Whereas, I , the said Calloway M. Miller

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The Peoples National Bank of Greenville, S. C., as Trustee under the Will of J. W. Nix

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

Fifteen Hundred and No/100 ---- DOLLARS (\$ 1,500.00 ), to be paid

to be paid as follows: the sum of Seventy Five (\$75.00) Dollars to be paid on the principal on the 22ndday of September, 1956, and the sum of Seventy Five (\$75.00) Dollars to be paid on the 22nd day of December, March, June and September of each year thereafter until the principal indebtedness is paid in full

, with interest thereon from date

at the rate of six (6%)
Quarterly
interest at the same rate as principal.

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 I , 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 Me , 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 Peoples National Bank of Greenville, S. C., as Trustee under the Will of J. W. Nix, its successors and assigns:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the State and County aforesaid near the corporate limits of the City of Greenville, on the North sideof Paris Mt. Ave. and being known and designated as the Western one half of Lot No. 13 of the property of B. E. Geer, as shown on a revised plat made February 1929, by W. M. Rast, Engineer, and recorded in the Office of R.M.C. for Greenville County in Plat Book "H", page 142, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Paris Mt. Ave. and an Alley, and running thence with Paris Mt. Ave. N. 84-02 E. 50 feet to a stake; thence N. 6-50 W. 175.4 feet to a stake; thence S. 84-02 W. 50 feet to iron pin on alley; thence with said alley, S. 6-50 E. 175.2 feet to the beginning corner.

This is the same property conveyed to mortgagor herein by deed of P. R. Long dated February 5, 1950, and recorded in the Office of R.M.C. for Greenville County in Deed Book 154, at page 312.