

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 14588-8-13-40

STATE OF SOUTH CAROLINA.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, PAUL COSTNER, of Greenville, in the State aforesaid, SEND GREETING:

WHEREAS I, the said Paul Costner (hereinafter also styled the mortgagor) in and by my two certain Promissory Notes in writing bearing even date herewith, stand indebted unto The South Carolina National Bank of Charleston, a corporation under the laws of South Carolina, as Executor and Trustee under the Will of Irene H. Haselden, deceased, and to Frederick H. Horlbeck of Charleston, (hereinafter also styled the Mortgagees) in the aggregate sum of Ten thousand Five hundred (\$10,500.00) Dollars, of which said promissory notes the following is a copy of the note to said Executor and Trustee:

\$6,300.00

Greenville, S. C.

July 1st, 1942.

I promise to pay to the order of THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON as Executor and Trustee under the Will of Irene H. Haselden, deceased, six thousand Three hundred (\$6,300.00) Dollars in Twenty-one (21) equal successive semi-annual instalments of Three hundred (\$300.00) Dollars each, the first instalment being payable on the 1st day of January, 1943, and the remaining instalments in succession on the 1st day of July and the 1st day of January in each year thereafter, with interest on the whole principal sum or on so much thereof as shall at any time remain unpaid from the 1st day of July, 1942, at the rate of Five per cent (5%) per annum, payable semi-annually on the 1st day of January and the 1st day of July in each year succeeding the date hereof, until the whole principal sum, with interest, shall have been fully paid; provided that upon any default in payment of any semi-annual instalment of principal or interest, the whole principal sum remaining unpaid shall become due and payable at once with interest thereon at Five per cent (5%) per annum, computed semi-annually, Value Received, negotiable and payable at The South Carolina National Bank of Charleston, Charleston, S. C. Also if not paid at maturity and collected by an Attorney or by legal proceedings, I agree to pay the additional sum of Ten per cent (10%) on the amount of this note as Attorney's fees.

The other note to the said Frederick H. Horlbeck being in the principal sum of Four thousand Two hundred (\$4,200.00) Dollars payable in like semi-annual instalments of Two hundred (\$200.00) Dollars each and in all other respects than payee and amount, identical in date, form, tenor and effect with the other note above set forth.

NOW, KNOW ALL MEN, That the said Paul Costner in consideration of the said debt, and for the better securing the payment thereof, according to the terms of the said notes, and any renewal or renewals thereof in whole or in part; and also in consideration of Three dollars to the said mortgagor in hand well and truly paid, by the said Mortgagees, 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 The South Carolina National Bank of Charleston as Executor and Trustee under the Will of Mrs. Irene H. Haselden, deceased, and Frederick H. Horlbeck, their Successors, Heirs and Assigns:-

All that certain piece, parcel or lot of land situate, lying and being on the east side of South Main Street, in the City of Greenville, State and County aforesaid, and having the following metes and bounds, to wit:

BEGINNING at a pin on the east side of Main Street, said point being 25 feet north from the northeast intersection of South Main Street with Broad Street, and running thence S. 70 E. 100 feet along the line of property conveyed to J. Robt. Martens by M. J. Barr to a point; thence parallel with Main Street N. 19 E. 25½ feet to a point; thence North 71 W. 100 feet to a point on the east side of South Main Street; thence along the east side of South Main Street, S. 19 W. 25½ feet to the point of beginning, being a portion of the property conveyed to me by J. R. Jenkins by deed dated March 22, 1920, recorded in Volume 48, page 242.

BEING the same property now known as No. 225 South Main Street in the City of Greenville, in the State of South Carolina, as was conveyed to said The South Carolina National Bank of Charleston as Executor and Trustee, and said Frederick H. Horlbeck by Arlington Realty Company by Deed dated 27th December, 1937, and recorded in the office of the Register of Mesne Conveyance for Greenville County, S. C. on the 30th day of December, 1937, in Deed Book 201, at page 170.

This being a purchase money mortgage and the amount secured hereby having been this day used by the said Mortgagor in payment of the unpaid balance of the purchase price of the said property conveyed to the mortgagor by the said mortgagees in the proportions of three fifths (3/5) from the said Bank as Executor and Trustee and two-fifths (2/5) from the said Frederick H. Horlbeck by deed executed and delivered contemporaneously herewith.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said The South