

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CAROLINE L. WEBSTER and THOMAS L. LEWIS, executors of the Last Will and Testament of Mrs. Mary B. Lewis, send greeting:

THIS INDENTURE made and entered into this 30th day of September, 1948, by and between the said Caroline Lewis Webster and Thomas L. Lewis, as executors of the Last Will and Testament of Mrs. Mary B. Lewis, of the state and county aforesaid, parties of the first part, and PHILIP H. ALSTON, JR., as Trustee as hereinafter set out, party of the second part, hereinafter called "Trustee";

WITNESSETH:

WHEREAS, the said Mrs. Mary B. Lewis was indebted to Philip H. Alston, Sr., in the sum of TWENTY FOUR THOUSAND NINETY SEVEN and 32/100 (\$24,097.32) DOLLARS, and was also indebted to William B. Lewis in the sum of \$1,853.12; and

WHEREAS, the indebtedness to the said Philip H. Alston, Sr. has been reduced by agreement to the sum of TWENTY THOUSAND DOLLARS (\$20,000.00); and

WHEREAS, said creditors have requested that their respective claims be evidenced by bonds or notes and secured; and

WHEREAS, the parties of the first part have been authorized in writing and directed by all of the heirs of the said Mrs. Mary B. Lewis, as follows:

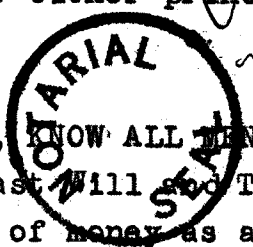
"YOUR ARE HEREBY REQUESTED to execute the aforementioned notes and deliver the same to Philip H. Alston and W. B. Lewis, and to execute a mortgage to Philip H. Alston, Jr. as Trustee, conveying Mother's place on Augusta Road for the purpose of securing said notes. Said mortgage when executed shall create an encumbrance on my interest in said lands as effective as if signed by me in person. The notes secured by said mortgage are to be paid solely from the proceeds of the sale of said real estate and improvements thereon, whether said sale be private, public, judicial or under the powers contained in said mortgage."

and

WHEREAS, the parties of the first part have executed a series of notes or bonds numbered one (1) to 22, inclusive, each bearing even date herewith, and each being in the principal sum of ONE THOUSAND DOLLARS (\$1,000.00), except the last which is in the sum of \$853.12 all payable to bearer and all of said notes to mature September 1, 1948, and thereafter to bear interest at the rate of four per cent (4%) per annum. Said notes or bonds are of equal rank and dignity and without priority or preference one over the other, and in the event of partial payment by the makers such payment shall be ratably distributed between each of said bonds. Said bonds are not the personal obligation of the said Caroline Lewis Webster and Thomas L. Lewis, but are the obligations of the estate of Mrs. Mary B. Lewis and are to be paid solely from the assets of said estate and particularly from the lands hereinafter described.

Said Philip H. Alston, Jr. holds this mortgage in trust as security for the holders of the above described 22 notes or bonds, and hereby agrees that he will foreclose said mortgage upon the written request of the holders of the majority in amount of said notes or bonds after default of either principal or interest, reference being had thereto will more fully appear.

NOW, KNOW ALL MEN that we, the said Caroline L. Webster and Thomas L. Lewis, as executors of the Last Will and Testament of Mrs. Mary B. Lewis, in consideration of the said debt and the sum of money as aforesaid, and for the better securing the payment thereof to the said Philip H. Alston, Jr., as Trustee, according to the condition of the said notes or obligations, and also in consideration of the further sum of Five (\$5.00) Dollars to each of us, the said executors, in hand well and truly paid by the said Trustee, and in compliance with said written request made upon us by the heirs of the said Mrs. Mary B. Lewis at and before the



The indebtedness evidenced by the within described bonds secured by the within described instrument has just been paid and said Bonds are satisfied in full. Deed of Mrs. Alston is attached to this deed. Reg. South Carolina, is attached to this deed. Philip H. Alston, Jr. Trustee, 10/10/48.

ATTEST: Notary Public for Greenville, S. C. My Comm. Expires 12/31/54. # 1122