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 attorneys' 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 Oel Bruce Smith, 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, Greenville, S. C., as Trustee for the John W. Arrington Foundation according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said Oel Bruce Smith, in hand well and truly paid by the said The South Carolina National Bank of Charleston, Greenville, S. C., as Trustee for the John W. Arrington Foundation, at and before the signing 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, Greenville, S. C., as Trustee for the John W. Arrington Foundation,

All that certain piece, parcel or lot of land with improvements thereon situate, lying and being in Greenville Township, Greenville County, State of South Carolina, situate on Henderson Street, known and designated as Lot No. 30, Block C of City View Subdivision, as shown by plat recorded in the R. M. C. Office for Greenville County in Plat Book A, at Page 460, said lot fronting on Henderson Street 50 feet and running back on the North side 155 feet and on the South side 140 feet.

The security property is the same conveyed to the mortgagor by Fred C. Durham and Pearl Durham by deed recorded in Deed Volume 289, at Page 111.