

State of South Carolina,

County of GREENVILLE

James C. Balentine

SEND GREETING:

WHEREAS, I the said James C. Balentine

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The First National Bank of Greenville, S.C., as Substituted Trustee under Item 10 of the Will of Harrit D. Wilkins in the full and just sum of Forty-two Hundred Fifty and No/100 (\$4250.00) DOLLARS, to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 18th day of June 1950, and on the 18th day of each month of each year thereafter the sum of \$50.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 18th day of April 1955, and the balance of said principal and interest to be due and payable on the 18th day of May 1955; the aforesaid monthly payments of \$50.00 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$4250.00 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 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 (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 James C. Balentine

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The First National Bank of Greenville, S.C., as Substituted Trustee under Item 10 of the Will of Harrit D. Wilkins according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said James C. Balentine as Substituted Trustee under The First National Bank of Greenville, S.C., as Substituted Trustee under Item 10 of the Will of Harrit D. Wilkins in hand and truly paid by the said James C. Balentine 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., as Substituted Trustee under Item 10 of the Will of Harrit D. Wilkins, its successors and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being at the Northeast corner of the intersection of Old Spartanburg Road (sometimes referred to as East North Street Extension) and a 40 foot unnamed Street, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot 54 of Block "E", on Plat of Property of Corrine T. Bates, as Trustee, made by Pickell & Pickell, Engineers, May, 1946, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of Old Spartanburg Road and a 40 foot unnamed Street and running thence along the East side of said unnamed Street, N. 31-00 W. 200 feet to an iron pin; thence N. 56-37 E. 100.8 feet to an iron pin; thence with the line of Lot 55, S. 28-30 E. 200 feet to an iron pin on the North side of Old Spartanburg Road; thence with the North side of Old Spartanburg Road, S. 56-37 W. 100 feet to the beginning corner.

This is the same property conveyed to me by deed of B. H. Trammell and Walter W. Goldsmith, dated January 19, 1950, recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 400, page 347.

For satisfaction to this mtg. see page 428 this book.