

FEB 1 12 51 1952 VOL 489 PAGE 519

THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

To All Whom These Presents May Concern:

I, Joseph A. Hicks, of Greenville County, S. C., SEND GREETING:

Whereas, I, the said Joseph A. Hicks,

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, Greenville, S. C., as Trustee Under The F. W. Symmes Trust Agreement,

in the full and just sum of TWO THOUSAND and no/100 (\$2,000.00) DOLLARS,

to be paid as follows: TWO HUNDRED FIFTY and no/100 (\$250.00) DOLLARS on August 1, 1951; TWO HUNDRED FIFTY and no/100 (\$250.00) DOLLARS on February 1, 1952; and a like amount on the 1st day of each and every succeeding August and February thereafter until paid in full; with the right to anticipate by the payment of all or any part thereof, on any interest paying date,

with interest thereon from date

at the rate of Five per centum per annum, to be computed and paid semi-annually

until paid in full: all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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.

Said Note signed, also, by James W. Hicks, Sr.,
NOW KNOW ALL MEN, That I, the said Joseph A. Hicks,

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, Greenville, S. C., as Trustee Under The F. W. Symmes Trust Agreement, according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Joseph A. Hicks,

in hand well and truly paid by the said The First National Bank, Greenville, S. C., as Trustee Under The F. W. Symmes Trust Agreement, 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 First National Bank, Greenville, S. C., as Trustee Under The F. W. Symmes Trust Agreement, its Successors and Assigns,

All that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, about five miles south of Greenville Court House, east of and near Augusta Road, being the rear portions of Lots known and designated as Lots Numbers One (No. 1), Two (No. 2) and Three (No. 3) on southern side of Eastview Drive on plat of survey of "Clearview Heights" subdivision, by M. H. Woodward, R. E., December 1945, recorded in Plat Book "P", page 1, in R. M. C. office, and, according to said plat, in part, having the following metes and bounds, to-wit:

BEGINNING at a point on southern side of Eastview Drive, joint corner with Lot No. 36 of said plat, which point is Two Hundred Forty Nine (249) feet easterly from Augusta Road, and running thence S. 18-04 E. 200.6 feet along western line of Lot No. 36 to point on northern side of Clearview Drive, joint corner with Lot No. 36; thence S. 75-33 W. 135 feet along northern side of Clearview Drive to point in line of Lot No. 1; thence in a northerly direction along the rear line of the front portions of Lots Nos. 1, 2 and 3 owned by James W. Hicks, Sr., to a point on southern side of Eastview Drive, which point is One Hundred Fifty Nine (159) feet easterly from Augusta Road and Ninety (90) feet westerly from the point of beginning; thence N. 71-56 E. 90 feet

Paid in full and satisfied this 8 day of January 1952.

Witness

Margaret H. Spencer

R. P. Austin

8 Jan 52
Ollie Jarnsworth

The First National Bank
Greenville, S. C.

As Trustee under the F. W. Symmes
Trust Agreement

By J. A. Howell,
Asst. Trust Officer