

State of South Carolina,

FILED GREENVILLE CO. S. C.

MAR 31 12 01 PM 1955

COUNTY OF GREENVILLE

OLLIE FARNSWORTH R. M. C.

I, James F. Perley, Sr.,

SEND GREETING:

WHEREAS, I the said James F. Perley, Sr.,

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to Thornwell Orphanage, Clinton, South Carolina in the full and just sum of Thirty-three Thousand (\$33,000.00) DOLLARS, to be paid at The First National Bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Four and three-fourths (4-3/4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 23rd day of April, 1955, and on the 23rd day of each succeeding month of each year thereafter the sum of \$346.01, to be applied on the interest and principal of said note, said payments to continue up to and including the 23rd day of February, 1965, and the balance of said principal and interest to be due and payable on the 23rd day of March, 1965; the aforesaid monthly payments of \$346.01 each are to be applied first to interest at the rate of Four and three-fourths (4-3/4%) per centum per annum on the principal sum of \$33,000.00 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 F. Perley, Sr.,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Thornwell Orphanage, Clinton, S. C., according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said James F. Perley, Sr., in hand and truly paid by the said Thornwell Orphanage, Clinton, S. C.

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 Thornwell Orphanage, Clinton,

South Carolina, all the right title and interest of James F. Perley, Sr., (the same being a one-third undivided interest) in and to all that certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, on the East side of North Main Street and having, according to a plat thereof made December, 1946, and recorded in the R.M.C. Office for Greenville County, in Plat Book "6" at page 65, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the East side of North Main Street, which iron pin is 165.1 feet in a southerly direction from the Southeast intersection of North Main and Elford Streets, and running thence S. 68-40 E. 291.5 feet to the North edge of a cement post in the line of North Brown Street; thence along the Western side of North Brown Street S. 29-30 W. 89.5 feet to the center of a pier; thence along the Northern side of a brick wall now or formerly owned by the Greenville Hotel Co., N. 68-55 W. 274.1 feet to the North edge of the wall in the line of North Main Street; thence along the Eastern side of North Main Street, N. 18-07 E. 90 feet to an iron pin, the point of beginning.

The above described property is the identical property conveyed to R. W. Hunter and J. F. Perley by deed of Joseph Emory Sistine, dated January 1, 1947, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Volume 305, at page 45, the said R. W. Hunter and J. F. Perley having subsequently conveyed a one-third undivided interest in said property to Henry Ross by deed dated January 1, 1947, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Volume 407 at page 487.