## The State of South Carolina,

County of Greenville

## To All Whom These Presents May Concern:

C. R. BANKS

GREETING:

Whereas, , the said C. R. Banks

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to The Peoples National Bank of Greenville as substituted Trustee under the Will of James F. Gallivan, for Elizabeth G. hereinafter called the mortgagee(s), in the full and just sum of Three Thousand and No/100 - - - - -

- - - - - DOLLARS (\$ 3000.00 ), to be paid

as follows:

The sum of \$75.00 to be paid on the principal on the 11th day of September, 1955, and the sum of \$75.00 on the 11th day of each December, March, June and September of each year thereafter, up to and including the 11th day of March, 1965, and the balance of the principal then remaining to be paid on the 11th day of June, 1965.

> , with interest thereon from date

6% at the rate of

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percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

interest at the same rate as principal.

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 con-And it any portion of principal or interest be at any time past due and unpaid, or it detault be made in respect to any condition, agreement or convenant 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 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 attorney's 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 , the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me , the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 Peoples National Bank of Greenville as substituted Trustee under the Will of James F. Gallivan, for Elizabeth G. Twiss, its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the Southwest side of Edgemont Road (sometimes referred to as Edgemont Avenue Extension) near the City of Greenville, in Greenville County, South Carolina, being shown as a portion of Lot 21, on plat of Riverside Farms, made August, 1907, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "K", pages 100-103, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Edgement Road at corner of other property of the Mortgagor, said pin being 75 feet in a Southeasterly direction from the joint front corner of Lots 21 and 22, and running thence along the line of other property of the Mortgagor, S. 57-0 W., 540.7 feet to an iron pin in the rear line of Lot 21; thence S. 56-C9 E., 84.8 feet to an iron pin; thence along line of other property of Ella Banks, N. 57-00 E., 505.1 feet to an iron pin on the Southwest side of Edgement Road; thence along the Southwest edge of Edgement Road, N. 32-30 W., 80.5 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagor herein by deed of Ella Banks, dated January 15, 1955, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 517, page 243.

AND SANSONED OF FULL THIS 28" DAY OF THE YES PEOPLES NATHONAL BANK as suffitients a sente trade. The ENVILLE BOUND CAROLINA Will of James F. Callinger, Ja Ching Salle & Louis 2 Mehit

SATISFIED AND CANCELLED OF XECCED in the second second R. W. C. FOR GREENVILLE COUNTY, S. 2111 Burchock to K. Roberts