

State of South Carolina,

COUNTY OF GREENVILLE

I, JOHN C. EVATT

SEND GREETING:

WHEREAS, I the said John C. Evatt

hereinafter called the mortgagor(s) in and by MY certain promissory note in writing, of even date with these presents, and well and truly indebted to The South Carolina National Bank of Charleston, Greenville, S. C., as Trustee for the John W. Arrington Foundation hereinafter called the mortgagee(s) in the full and just sum of Five Thousand Seven Hundred and No/100 (\$5,700.00) DOLLARS, to be paid at its bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Three (3%) per centum per annum, said principal and interest being payable in monthly installments as follows: interest only to Beginning on the 10th day of December, 1955 and on the 10th day of each month of each year thereafter the sum of \$47.19, to be applied on the interest and principal of said note, said payments to continue up to and including the 10th day of October, 1967, and the balance of said principal and interest to be due and payable on the 10th day of November, 1967; the aforesaid monthly payments of \$47.19 each are to be applied first to interest at the rate of Three (3%) per centum per annum on the principal sum of \$5,700.00 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 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 I, 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 South Carolina National Bank of Charleston, Greenville, S. C., as Trustee for the John W. Arrington Foundation, its successors and assigns, forever:

All that parcel and tract of land with the buildings and improvements thereon, situate in Saluda Township, in Greenville County, S. C. about 2 miles North of the section known as Locust Hill adjoining lands now or formerly of George Gilreath, et al, and having the following metes and bounds to wit:

BEGINNING at an iron pin in the Mush Creek Road, corner of the property now or formerly owned by George Gilreath and running thence with said road N 19-10 E, 366.6 feet to a bend in the road; thence N 11-00 E, 150 feet to a bend; thence N 5-20 W, 300 feet to a bend; thence N 3-10 W, 200 feet to bend; thence N 32-00 W, 298.5 feet to bend; thence N 19-45 W, 246 feet to an iron pin in road, that leads to the old Boswell place; thence S 89-00 W, 1069.2 feet to an iron pin near a branch; thence N 1-00 W, 257.5 feet to an iron pin near a willow, N. M. Boswell's corner; thence with Boswell's line N 86-00 W, 300 feet to an iron pin on Boswell's line; thence S 30-45 E, 100 feet to an iron pin, N. M., thence S 24-10 E, 1357.5 feet to settlement road; thence with said road S 43-30 W, 50 feet to bend; thence S 24-30 W, 134 feet to an iron pin in the said George Cilreath line; thence with the said line S 76-30 E, 1008 feet to the beginning point, containing 36.63 acres, more or less.

This is the same property conveyed to the Grantor herein by deed of R. W. Schenck, February 5, 1945,, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 272, page 43.

(OVER)

For Release R/W to Duke Power Co. See Deed Book 819 Page 79

REGISTERED AND CANCELLED OF RECORD 22 DAY OF OCTOBER 1956

R. M. C. FOR GREENVILLE COUNTY, S. C. AT 1 O'CLOCK P. M. NO. 16292

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 97 PAGE 1757