GREENVILLE OD. S. C.

/13 PAGE 126

MAY 13 Note: NA S4: 8 GREENVILLE CO. S. C.

The State of South Carolina,

OLLIE fs. ₩.Ο.

County of Greenville

OLLIE FAR SWORTH

To All Whom These Presents May Concern:

ALLINE O. CANNON AND J. W. CANNON, INC.

SEND GREETING:

Whereas,

the said ALLINE O. CANNON and J. W. CANNON, INC.

hereinafter called the mortgagor(s)

well and truly certain promissory note in writing, of even date with these presents, in and by are FRANK ULMER LUMBER COMPANY, INC. indebted to

hereinafter called the mortgagee(s), in the full and just sum of Seven Thousand

DOLLARS (\$ 7.000.000), to be paid

\$1,000.00 June 1, 1957 and a like amount on the first day of each month thereafter up to and including December 1, 1957

> , with interest thereon from maturity

at the rate of

six (6%)

percentum per annum, to be computed and paid

monthly 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, then 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(s) promise to pay all costs and expensed including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness are described by the protection 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 We , 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 US, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 FRANK ULMER LUMBER COMPANY.

All that certain piece, parcel or lot of land situate, lying and being in Ward 3 of the city of Greenville, state of South Carolina, located at the northeast corner of Perry Avenue and Calhoun Street, and having the following metes and bounds, to-wit:

Beginning at an iron pin at the southeast corner of the intersection of Perry Avenue, and Calhoun Street, and running thence along the line of Calhoun Street, S. 18 W. 140 feet to an iron pin; thence S. 72 E. 75 feet to an iron pin; thence N. 18 E. 140 feet to an iron pin on Perry Avenue; thence along the line of Perry Avenue, N. 72 W. 75 feet to the beginning corner.

ALSO:

All that certain lot of land situate, lying and being near the city Greenville, in the county of Greenville, state of South Carolina, and known and designated as Lot No. 55 as shown on a plat of Sans Souci Heights, which plat is recorded in the RMC Office for Greenville County, S. C., in Plat Book Y at page 25 and being more particularly described on a plat prepared by J. C. Hill, and according to said latter plat has the following metes and bounds, to-wit:

Beginning at an iron pin on the southwestern side of Earnshaw Avenue at the joint front corner of Lots 54 and 55 and running thence along the joint line of said lots S. 59-02 W. 109.7 feet to an iron pin; running thence N. 35-13 W. 70 feet to an iron pin; running thence N. 59-02 E. 109.4 feet to an iron pin on the southwestern side of Earnshaw Avenue; running thence along the southwestern side of said Avenue S. 35-35 E. 70 feet to an iron pin point of beginning.