

DEC 1 4 40 PM 1958

The State of South Carolina,

COUNTY OF GREENVILLE

OLLIE F. WORTH R.M.C.

RALPH F. SCHMIDT, CLAYTON E. SCHMIDT, and HUGH E. SCHMIDT, SEND GREETING: partners, trading as Schmidt Realty Company

Whereas, we the said Ralph F. Schmidt, Clayton E. Schmidt, and Hugh E. Schmidt, partners, trading as Schmidt Realty Company hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, as Executor and Trustee of the Estate of J. E. Serrine, Deceased,

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

Twenty Thousand and no/100 - - - - - DOLLARS (\$ 20,000.00), to be paid at office in Greenville, S. C., together with interest thereon from December 1, 1958 Five and one-half (5 1/2 %) per centum per annum, said principal and interest being payable in quarterly installments as follows:

Beginning on the 1st day of March, 19 59, and on the 1st day of each June, Sept., Dec. & March of each year thereafter the sum of \$1150.80, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of September 19 63, and the balance of said principal and interest to be due and payable on the 1st day of December 19 63; the aforesaid quarterly payments of \$ 1150.80 each are to be applied first to interest at the rate of Five and one-half (5 1/2 %) per centum per annum on the principal sum of \$ 20,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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 herein 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 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 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, as Executor and Trustee of the Estate of J.E.Serrine, deceased, its successors and assigns, forever:

ALL that lot of land with the improvements thereon situate, lying and being on the Northeast side of Emile Avenue, in the block between Eva Street and Agnes Street, near the City of Greenville, in Greenville County, State of South Carolina, being shown as Lots 1, 6 and 7 of Block "C", as shown on plat of Property of J. Ed Means, made by W. J. Riddle, Surveyor, January, 1940, recorded in the RMC Office for Greenville County, S.C., in Plat Book "J", pages 186 and 187, and having, according to a recent plat made by R.W. Dalton, Surveyor, on August 22, 1951, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeast side of Emile Avenue, said point being where the Northeast side of Emile Avenue intersects with the Northwest side of Agnes Street, and running thence along the Northwest side of Agnes Street, N. 60-17 E., 160 feet to an iron pin; thence with the line of Lot 2, N. 29-43 W., 185 feet to an iron pin; thence along the line of Lot 8, N. 40-30 W., 242.9 feet to an iron pin on the Southeast side of Eva Street; thence with the Southeast side of Eva Street, S. 48-37 W., 191.3 feet to an iron pin on the Northeast side of Emile Avenue; thence along the Northeast side of Emile Avenue, S. 40-30 E., 391.6 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Greenville Belting Company dated December 19, 1955, recorded in the RMC Office for Greenville County, S.C., in Deed Book 541, page 471.