

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RUTH H. NALLEY AND CECIL M. NALLEY (hereinafter referred to as Mortgagor) SEND(S)

GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto The South Carolina National Bank of Charleston, at Greenville, S. C., as Trustee for the John W. Arrington Foundation (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Hundred Seventy-two and 50/100 ----- Three Thousand One DOLLARS (\$3,172.50),

with interest thereon from date at the rate of three (3%) per centum per annum, said principal and interest to be repaid as therein stated, upon the condition and with the provision that said rate of interest, at the option of the holder thereof and without prior notice, shall be increased to six (6%) per centum per annum if the employment of the Mortgagor herein with Union Bleachery shall terminate for any reason (other than normal retirement) or if title to the mortgaged premises shall be transferred in any manner to anyone other than a regular and permanent employee of Union Bleachery.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

All that piece, parcel or lot of land, with the improvements therein, situate, lying and being in Union Bleachery Village in the County of Greenville, South Carolina, and being more particularly described as Lot 83, as shown on a plat entitled "Subdivision For Union Bleachery, Division of Cone Mills Corporation, Greenville, S. C.", made by Piedmont Engineering Service, March, 1959, and recorded in the R. M. C. Office for Greenville County in Plat Book QQ at pages 80 and 81. According to said plat, the within-described lot is also known as No. 104 Brooks Street (Avenue) and fronts thereon 73.5 feet.

It is expressly understood and agreed that the within mortgage is given to secure all or a portion of the purchase price of the above property which is simultaneously being acquired by Mortgagor from Cone Mills Corporation, this mortgage and said conveyance being delivered simultaneously.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee, its successors and assigns, forever, from and against the Mortgagor, his (her or their) heirs and assigns, and all persons whomsoever lawfully claiming the same or any part thereof.

This Mortgage Assigned to the Mortgagee on the 1st day of May 1961 in Vol. 797 of R. M. C. Office for Greenville County, S. C.

RECORDED AND INDEXED BY RECORDER
DATE OF RECORDING
R. M. C. FOR GREENVILLE COUNTY, S. C.
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