

831 Part 266

State of South Carolina,

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUL 26 3 10 PM 1960
CLERK

I, MORTON T. EDWARDS SEND GREETING:

WHEREAS, I the said Morton T. Edwards

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to The South Carolina National Bank, as Trustee for Union Bleachery Employees Retirement Plan in the full and just sum of Twelve thousand and No/100ths (\$12,000.00) DOLLARS, to be paid at _____ in Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 3rd day of September, 1960, and on the 3rd day of each succeeding month _____ of each year thereafter the sum of \$ 133.23, to be applied on the

interest and principal of said note, said payments to continue up to and including the 3rd day of July, 1970, and the balance of said principal and interest to be due and payable on the 3rd day of August, 1970; the aforesaid monthly payments of \$ 133.23 each are to be applied first to

interest at the rate of six (6) per centum per annum on the principal sum of \$ 12,000.00 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 (10%) per cent, of the indebtedness as attorneys' 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 Morton T. Edwards, the said _____

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The South Carolina National Bank, as Trustee for Union Bleachery Employees Retirement Plan according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to _____

me Morton T. Edwards, the said _____, in hand and truly paid by the said The South Carolina National Bank, as Trustee for Union Bleachery Employees Retirement Plan

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, AS TRUSTEE FOR UNION BLEACHERY EMPLOYEES RETIREMENT PLAN:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Southern side of South Plaza in a subdivision known as Lewis Plaza, and having according to a plat prepared by Dalton & Neves, dated June, 1952, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book BB at pages 54 and 55, the following metes and bounds:

BEGINNING at a point on the Southern side of South Plaza in the line of property conveyed to Plaza Theatre, Inc. by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 366 at page 237, and running thence with the line of the said Plaza Theatre, Inc. property S. 23-45 W. 130 feet to a point on the Northern side of a 50 foot street known as First Street; thence with the Northern side of said First Street S. 66-15 E. 30 feet to a point; thence N. 23-45 E. 130 feet to an iron pin on the Southern side of South Plaza; thence with the Southern side of South Plaza N. 66-15 W. 30 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of Lewis Plaza, Inc., dated October 6, 1952, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 464 at page 229.

This Mortgage Assigned to Meridian Bank Trust Co. in Succession under Jan. 1968 Assignment recorded in Vol. 1289 of R. E. Mortgages on Page 660