BOOK 587 FAGE 129

THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE.

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ALTE TALL MORTE

## To All Whom These Presents May Concern:

We, Charlie Ervin and Minnie Ervin,

SEND GREETING:

Whereas, we

, the said Charlie Ervin and Minnie Ervin,

in and by our

certain promissory

note in writing, of even date with these

Presents. well and truly indebted to Peoples National Bank of Greenville as Successor Trustee under the will of J. F. Gallivan for Elizabeth G. Twiss in the full and just sum of Two Thousand and No/100 (\$2000.00) Dollars

, to be pid in monthly installments of \$29.22, commencing on the 12th day of March, 1954, and continuing thereafter on the 12th day of each month until paid in full

with interest thereon from

date

at the rate of Six per centum per annum. to be computed and paid

monthly

until paid in full: all interest not paid when due to bear

interest at same rate as principal: and if any portion of principal or interest be at any time past due and unpaid. 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 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 we

, the said

Charlie Ervin and Minnie Ervin,

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

Bank of Greenville as Successor Trustee under the will of J. F. Gallivan for Elizabeth G. Twiss according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said Charlie Ervin and Minnie

in hand well and truly paid by the said Greenville as Successor Trustee under the will of J. F. Gallivan for Elizabeth G. Twiss 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 Peoples National Bank of Greenville as Successor Trustee under the will of J. F. Gallivan for Elizabeth G. Twiss, its successors and assigns forever:

All that lot of land located in Greenville Township, Greenville County, State of South Carolina, being a part of the Barney Jackson property, as shown on a plat made by G. A. Ellis, Surveyor, in April, 1938, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at the Northwest corner of the Dicey Cox lot and running thence with the line of that lot, S. 19 E. 100 feet to an iron pin; thence N. 45 E. 78.5 feet to an iron pin; thence N. 39 W. 93 feet to an iron pin; thence S. 42 W. 42 feet to the beginning corner.

BEING the same property conveyed to the mortgagors by Milton Ervin, by deed dated July 24, 1947, recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Vol. 316, at page 339.

Frank D. Dobson aust James H. Police Welen J. Cashion Justoffice Old aug. 3.