MORTGAGE OF REAL ESTATE-Prepared by Rainey, Fant & Brawley, Attorneys at Law, Greenville, S. C.

BOOK 592 PAGE 544

The State of South Carolina,

County of Greenville.

To All Whom These Presents May Concern:

TILLE PARTICIONAL P. Mill

C. KIRBY HAMMOND

Whereas,

Ι

SENDS GREETING:

C. Kirby Hammond

hereinafter called the mortgagor(s)

my certain promissory note in writing, of even date with these presents, am well and truly
The First National Bank of Greenville and Alice Burnett Cleveland
as Executors of the Estate of W. C. Cleveland, deceased in and by indebted to hereinafter called the mortgagee(s), in the full and just sum of Twenty Thousand and No/100 -

- - - DOLLARS (\$ 20.000.00 ), to be paid

three (3) years after date

, with interest thereon from

date

at the rate of

Five (5%)

percentum per annum, to be computed and paid

quarterly quarterly
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 amount evidenced by said note to become immediately due, at the option of the holder nereor, 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 expenses including 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 I , 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 me , 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 The First National Bank of Greenville and Alice Burnett Cleveland as Executors of the Estate of W. C. Cleveland, deceased, its successors and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the south side of Mills Avenue, in the City of Greenville, in Greenville County, S.C., being shown as Lot 2 and a portion of Lot 3 of Block D on plat of property of O. P. Mills, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book C, at Page 176, and having, according to a recent survey made May 26, 1941, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Mills Avenue in the front line of Lot No. 3 of Block D, said pin being 207.3 feet in an easterly direction from the southeast corner of the intersection of Mills Avenue and Elm Street, and running thence with Mills Avenue, N. 49-43 E. 25 feet to an iron pin at joint front corner of Lots 2 and 3 of Block D; thence with the south side of Mills Avenue, N. 53-57 E. 245 feet to an iron pin; thence S. 22-11 E. 214.2 feet to a post; thence S. 45-27 W. 246 feet to an iron pin joint rear corner of Lots 2 and 3 of Block D; thence with the line of Lot 3, N. 24-30 W. 95.8 feet to an iron pin in line of Lots 2 and 3; thence N. 33-30 W. 150 feet to iron pin on south side of Mills Avenue, the beginning corner.

The above described property was acquired by mortgagor by deeds of Alice LeGrand Mills, April 16, 1941, recorded in Deed Book 231, Page 236, and from Jane G. Hammond July 24, 1941, recorded in Deed Book 235, Page 280, in the R.M.C. Office for Greenville County, S. C.