GREENVILLE CO. S. C. The State of South Carolina, COUNTY OF GREENVILLE

890K 1327 PAGE 821

To All Whom These Presents May Concern: F. Dean Rainey, Jr. and

Ivy F. Rainey

SEND GREETING:

Whereas,

, the said F. Dean Rainey, Jr. and Ivy F. Rainey

our certain promissory note in writing, of even date with these presents, hereinafter called the mortgagor(s) in and by are well and truly indebted to The Citizens and Southern National Bank of South Carolina, Greenville, South Carolina as Executor and Trustee under the Will of Frances R. Smith; Eugene B. Smith and Frances S. Pearce

hereinafter called the mortgagee(s), in the full and just sum of Fifty Thousand and No/100-----

---- DOLLARS (\$50,000.00), to be paid

one year from date



, with interest thereon from

date

at the rate of

nine (9%)

quarterly

percentum per annum, to be computed and paid 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, or if default be made in respect to any condition, agreement or convenant 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. cured under this mortgage as a part of said debt

, the said mortgagor(s), in consideration of the said debt and sum of money NOW, KNOW ALL MEN, That WE 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 Citizens and Southern National Bank of South Carolina, Greenville, South Carolina as Executor and Trustee under the Will of Frances R. Smith; Eugene B. Smith and Frances S. Pearce, their successors, heirs and assigns, forever:

ALL those pieces or parcels of land in Greenville Township, Greenville County, State of South Carolina and in the City of Greenville, situate, lying and being on the east side of McIver Street, being known and designated as Lots 17, 18 and the southern half of Lot 19 of Block B on plat of the property of Forest Hills, made by T. C. Adams, Engineer, September 23, 1936 and recorded in the Office of RMC for Greenville County in Flat Book D at Page 206, more particularly described as follows:

BEGINNING at a point in the center of Lot 19 on the east side of McIver Street, which point is 285.7 feet south of the intersection of McIver and Cleveland Streets and running thence through the center of Lot 19 S. 83-00 E. 247.1 feet to an iron pin in line of property now or formerly of William Schwiers; thence along now or formerly Schwiers' line S. 43-30 W. 146.9 feet to an iron pin in line of Lot 17; thence along line of Lot 17 N. 82-30 W. 153.2 feet to an iron pin on McIver Street; thence along McIver Street N. 6-00 E. 112.5 feet to the goint of beginning.

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