

State of South Carolina, }

COUNTY OF GREENVILLE

VOL 395 PAGE 141  
JUL 20 4 11 PM '48

To all Whom These Presents May Concern:

I, T. H. Ebener

SEND GREETING

Whereas, I the said T. H. Ebener

in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to Citizens Lumber Company

in the full and just sum of Two Thousand and No/100 (\$2000.00) Dollars, to be paid \$35.00 on the 1st day of August, 1948, and a like payment of \$35.00 on the 1st day of each successive month thereafter until paid in full, said payments to be applied first to interest and then to principal until paid in full

with interest thereon from date at the rate of Six (6%) per cent. per annum, to be computed and paid semi-annually 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, 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 this mortgage; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and its successors and Assigns forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid, in Ward One of the City of Greenville, and being known and designated as lot # 5 as shown on a plat of the property of Sam R. Zimmerman and Ferris M. Williams prepared by R. E. Dalton in May 1919, recorded in Plat Book "E" at Page 132, and being more particularly described according to said plat as follows:

BEGINNING at an iron pin on the South side of Atwood Street, corner of lots # 5 and 6, which pin is 188.8 feet from the intersection of Atwood Street and Park Avenue and running thence with Atwood Street, S. 48-00 W. 65 feet to an iron pin, joint front corner of lots # 4 and 5; thence with joint line of said lots, S. 42-00 E. 159 feet to line of property, now or formerly, owned by Marshall; thence with line of said property, N. 48-00 E. 65 feet to a stake, joint rear corner of lots # 5 and 6; thence with joint line of said lots, N. 42-00 W. 159 feet to Atwood Street, the point of beginning. Being the same premises conveyed to the mortgagor by R.E. Griffin by deed to be recorded herewith.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining. TO HAVE AND TO HOLD all and singular the said Premises unto the said Mortgagee and its successors and Assigns forever, And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto said Mortgagee and its successors and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim same or any part thereof.

Witnesses:  
James C. Waddler  
Norman H. Riserden  
Paid, Nov 11-1949  
Citizens Lumber Co.  
By J. A. Roe, Pres.

REGISTERED AND CAPTIONED OF RECORDS  
12 NOV 11 1949  
Ollie Starnworth  
CLERK FOR GREENVILLE COUNTY, S. C.  
AS 9 26872