MORTGAGE OF REAL ESTATE—Proposed by Reiney, Fant, Brawley & Horton, Etherbys at Law, Greenville, S. C. GREENVILLE CO. S. C.

The State of South Carolina,

GREENVILLE COUNTY OF

AUG 26 2 41 PM 1957

OLLIE FAR WORTH

HYMAN M. COHEN and BELLE M. COHEN

SEND GREETING:

Whereas.

, the said

Hyman M. Cohen and Belle M. Cohen

hereinafter called the mortgagor(s) in and by well and truly indebted to

certain promissory note in writing, of even date with these presents, THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON,

AS GUARDIAN FOR HOLLAND BENJAMIN SUTTON,

Four Thousand Two Hundred Fifty hereinafter called the mortgagee(s), in the full and just sum of

and No/100----- DOLLARS (\$ 4,250.00), to be paid

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of monthly (6 %) per centum per annum, said principal and interest being payable in

installments as follows:

September , 19 57 , and on the 26th day of each month Beginning on the 26thday of of each year thereafter the sum of \$ 47.00 to be applied on the interest thereafter until the principal and interest and principal of said note said payments to continue and principal in full;

XXXXXX the aforesaid

monthly

payments of \$47.00

each are to be applied first to

payment

(6 %) per centum per annum on the principal sum of \$ 4,250.00 interest at the rate of Six so much thereof as shall, from time to time, remain unpaid and the balance of each monthly 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 herein 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 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.

we , the said mortgagor(s), in consideration of the said debt and sum of money NOW, KNOW ALL MEN, That 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 SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, AS GUARDIAN FOR HOLLAND BENJAMIN SUTTON, its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the South side of Rice Street (formerly known as Henrietta Avenue), in the City of Greenville, Greenville County, South Carolina, being shown as a portion of Lots 12 and 13 on plat recorded in the RMC Office for Greenville County, S. C., in Plat Book "H", page 18, and having according to said plat and a survey made by R. E. Dalton, November 4, 1941, the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of Rice Street in the line of Lot 12, said pin being 120 feet East from the Southeast corner of the intersection of Rice Street and Tyler Street; running thence through Lots 12 and 13, S. 26-46 E., 206.6 feet to an iron pin; thence N. 62-27 E., 65 feet to an iron pin; thence N. 26-39 W., 213.6 feet to an iron pin on the South side of Rice Street; thence with the South side of Rice Street, S. 56-12 W., 66.1 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagors herein by deed of Kathryn A. Taylor, dated November 10, 1941, recorded in the RMC Office for Greenville County, S. C., in Deed Book 239, page 141.