MORTGAGE OF REAL ESTATE—Offices of HINGSON MAXIMADIX, ARTHUR Kat Law, Greenville, S. C. GREENVILLE CO. S. C.

BOOK 736 PAUL 488

JAN 30 2 54 PM 1958

STATE OF SOUTH CAROLINA, OLUE FAR THE WORTH COUNTY OF GREENVILLE R.M.C.

To all Whom These Presents May Concern:

WHEREAS I, ERWIN S. STARNES

am well and truly indebted to

The Peoples National Bank of Greenville, S. C.

Dollars, in and by my certain promissory note in writing of even date herewith, due and payable in forty (40) equal quarterly installments of Two Hundred Sixty-two and 50/100 (\$262.50) Dollars each, plus interest, the first such installment to become due and payable three (3) months from date and a like installment, plus interest, each and every three (3) months thereafter until paid in full. The obligor hereof reserving the right to anticipate payment of any balance due hereon without penalty to the extent of double of the amount of any quarterly installment at any installment paying date hereafter by any anticipation of payment in excess of this amount will require a penalty of two (2%) per cent upon the excess payment

, with interest thereon from date

at the rate of five per centum per annum, to be computed and paid quarterly

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 I , the said Erwin S. Starnes

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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 Peoples National Bank of Greenville, S. C., its Successors and Assigns:

all that tract or lot of land in

Greenville Township, Greenville County, State of South Carolina, on the Western side of the New Buncombe Highway, near the City of Greenville, described as follows, according to Plat thereof made by Pickell & Pickell, Engineers, on January 29, 1946:

BEGINNING at a stake on the Western side of the New Buncombe Highway 100.8 feet South from Marlin Street, corner of other property of Edgar C. Waldrop and G. Dewey Oxner, and running thence with the line of said property, S 61-30 W 150.1 feet to a stake; thence S 31-30 E 84.5 feet to a stake at corner of property of Akers Motor Lines, Inc., thence with the line of said property, N 61-30 E 107 feet to a stake on New Buncombe Highway; thence with said Highway N 3-50 E 88 feet to the beginning corner.

Also all that equipment, machinery, and personal property located on the premises described hereinabove and belonging to and forming a part of the Carolina Tire & Recapping Co. which is solely owned by the mortgagor herein. Said chattels being more particularly described as follows:

1 - R-1 Lodi Passenger Mold

1 - R-2 Lodi Truck Mold

2 - R-3 Lodi Truck Molds

5 - F-1 Lodi Passenger Molds

THE PEOPLES NATIONAL RANK
GREENVILLE, SOUTH CAROLINA

Mounda De C. Dukeno Cashier
WITNESS Chekur Liberani
Many Foun Laine

BATISFIED AND CANCELLED OF RECORD

R. M. C. FOR GLOCK FL.M. NO. 8 0 77 3