

BOOK 776 PAGE 378

FEB 25 4 41 PM 1959

The State of South Carolina,

COUNTY OF GREENVILLE.

To All Whom These Presents May Concern:

JACK K. WHERRY, ELIZABETH F. WHERRY and CLYDE L. MILLER SEND GREETING:

Whereas, we, the said Jack K. Wherry, Elizabeth F. Wherry and Clyde L. Miller, hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to THE PEOPLES NATIONAL BANK OF GREENVILLE, Greenville, S.C.

hereinafter called the mortgagee(s), in the full and just sum of

Seventy Five Thousand and no/100 - - - - - DOLLARS (\$ 75,000.00), to be paid as follows: The sum of \$1875 to be paid on the principal on the 10th day of August, 1959, and the sum of \$1875 on the 10th day of November, February, May and August of each year thereafter up to and including the 10th day of February, 1969, and the balance of the principal then remaining to be paid on the 10th day of May, 1969,

, with interest thereon from date

at the rate of five (5%) percentum per annum, to be computed and paid August 10, 1959 and quarterly thereafter 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 covenant 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.

NOW, KNOW ALL MEN, That we, 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 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 Peoples National Bank of Greenville, Greenville, S.C., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the North side of the Airport Road (sometimes referred to as the Woods Crossing Road) in the City of Greenville, Greenville County, S.C., containing 2.07 acres, according to a survey made by Pickell and Pickell, engineers, February 17, 1959, and having according to said survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Airport Road at Southwest corner of lot now or formerly of Nivens and running thence along the North side of Airport Road, S. 81-14 W., 161.3 feet to an iron pin; thence N. 19-07 W., 308.3 feet to an iron pin; thence N. 72-10 W., 56.4 feet to an iron pin; thence N. 17-50 E., 125 feet to an iron pin on the South edge of the right of way of the Charleston and Western Carolina Railway Company; thence along the South edge of said railroad right of way, S. 72-10 E., 289 feet to an iron pin; thence S. 23-30 E., 161.4 feet to an iron pin; thence S. 78.13 W., 93 feet to an iron pin; thence S. 10-31 E., 150 feet to an iron pin on the North side of Airport Road, the beginning corner.

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SATISFACTION TO THE STATE OF S.C.
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