

FILED GREENVILLE CO. S. C.

BOOK 1242 PAGE 107

The State of South Carolina JUL 21 3 22 PM '72
COUNTY OF GREENVILLE ZABETH RIDDLER.M.C.

To All Whom These Presents May Concern: Frank Towers Rice and Claire Fontaine Rice as Trustees under Indenture of Trust executed by Gladys S. Rice and said Trustees under date of November 4, 1966. SEND GREETING:

Whereas, we, the said Frank Towers Rice and Claire Fontaine Rice as Trustees under Indenture of Trust executed by Gladys S. Rice and said Trustees under date of November 4, 1966 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 South Carolina National Bank of Charleston, Greenville, S. C. Branch

hereinafter called the mortgagee(s), in the full and just sum of Sixty Thousand and No/100----- DOLLARS (\$60,000.00), to be paid ten (10) years after date

with interest thereon from date interest at the rate of eight and one-half (8 1/2%) but at all times 3% above the prime rate of beginning of each quarter hereafter quarterly

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 South Carolina National Bank of Charleston, Greenville, S. C. Branch, its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the north side of a proposed 50 foot street and on the south side of Interstate Highway No. 85 and on both sides of Old Greenville-Piedmont Road, near the City of Greenville, in Greenville County, State of South Carolina, being shown as Lots 1 and 2 on a plat, made by Alex A. Moss, December 26, 1962, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south edge of Interstate Highway No. 85 in the center line of the Southern Railroad track (Columbia and Greenville Division) and runs thence along the south edge of the right of way of Interstate Highway No. 85 and across Old Greenville-Piedmont Road N. 85-33 W. 435.3 feet to an iron pin; thence along line of Lot 2 S, 4-27 W. 235 feet to an iron pin on the north side of side proposed 50 foot street; thence along said proposed 50 foot street S. 85-33 E. 410.1 feet to an iron pin in the center line of the Southern Railroad track; thence along the center of said railroad track N. 13-07 E. 36.5 feet to an iron pin; thence still with the center of said track N. 11-08 E. 100 feet to an iron pin; thence still with the center of said track N. 9-06 E. 100 feet to the beginning corner.