

THE STATE OF SOUTH CAROLINA, }  
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, **J. Wilbur Hicks, as Trustee,** SEND GREETING:

WHEREAS, I, the said **J. Wilbur Hicks, as Trustee**  
in and by **my** certain **-** note in writing, of  
even date with these presents, **am** well and truly indebted to

**South Carolina National Bank as Trustee**

in the full and just sum of **Ten thousand (\$10,000.00)**  
Dollars, to be paid **on or before three years from date**

with interest thereon, from **date** at the rate of **5** per cent. per annum to be  
computed and paid **semi-annually in advance**

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, 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 **a reasonable attorney's fee** besides all costs and expenses of collection, to be  
added to the amount due on said note 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, as will more fully appear.

NOW, KNOW ALL MEN, That I, the said **J. Wilbur Hicks, as Trustee**  
in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

**South Carolina National Bank -**

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to **me**, the said  
**J. Wilbur Hicks, as Trustee**

in hand well and truly paid by the said

**South Carolina National Bank, as Trustee**

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, bar-  
gain, sell and release unto the said **South Carolina National Bank, as Trustee, all that tract of land, above**

**State and County which is described as follows: All that tract of land in Greenville Township, located on the South side of the Greenville and Spartanburg Road, and bounded on the West by the land of L.O. Lathem; on the south by said road; on the east by E.S. Griffin; and on the North by R.D. Bates; containing 36-1/2 acres and particularly described as follows: Beginning at a corner on said road and running thence S. 37-1/2 E. 28.53 chs. to a corner between L.O. Lathem and E.S. Griffin's lots; thence N. 21 E. 1.00 chs. to a stake; thence N. 45-1/2 E. 3.40 to a persimmon tree; thence N. 44-1/2 W. .53 chs. to a stake; thence N. 45-1/2 E. 13 chs. to a stake; thence N. 53-1/2 W. 26. chs. to the road; thence along the road S. 55-3/4 W. 10 chs. to the beginning corner.**

The property herein conveyed is more fully shown by a plat recorded in the records of Greenville County in Plat Book "G" at page 109; and it is the same land conveyed to the Grantee by B.H. Deason, by deed recorded in office of R.M.C. for Greenville County, in Book 99, at page 1. Except that lots 1, 2, 5 & 6 Block "D", as shown on plat Book "G" page 109 have previously been sold, and are not included as a part of the property hereby mortgaged. This being the same property conveyed by the American Bank & Trust Co. to the Mortgagor herein. This mortgage is made subject to the following terms and conditions:

1- The trust estate herein conveyed is to be the only security for the debt evidenced by the note hereby secured, there being no personal liability against the beneficiaries under the trust, who are named in the deed from the American Bank & Trust Co., or on the part of the Trustee, except that the Trustee must account for all the assets of the trust estate herein mortgaged.

2- The property mortgaged has been surveyed for a sub-division and all lots fronting on the Spartanburg Road will be released from the lien of this mortgage upon the payment of \$500.00 for each lot; and all other lots will be released upon the payment of \$200.00 for each lot, which payments shall be credited upon the amount due on the note.

*For Release as to Lots 46 & 47 See Deed Book 121 page 262.  
For a Release of Lot 46 See Vol. 195 Pg. 196  
See Deed Bk. 121 Pg 257*

*Handwritten notes and signatures:*  
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F-5185  
E. J. J. J.  
M. C. P. M.  
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