

MORTGAGE OF REAL ESTATE

Whereas, on September 21, 1931, A. F. Day conveyed to me, as Trustee, certain land as set forth in said deed recorded in R.M.C. Office for Greenville County, in Vol. 162, page 53, in trust for certain purposes; and whereas, under the terms of trust of said deed, the Trustee is authorized to borrow, upon the written request of the said A. F. Day, such sum of money as he may deem advisable and to execute proper mortgage upon such terms as the said A. F. Day may direct and turn over to the said A. F. Day the proceeds of said loan without obligation on the part of the mortgagee to see to the application of the proceeds thereof; and, whereas, the said A. F. Day has requested me in writing to borrow of the Eastley Lumber Company the sum of Fifteen Hundred (\$1500.00) Dollars and execute in accordance with the terms herein set out; Now Therefore

TO WHOM ALL THESE PRESENTS MAY CONCERN:

B. J. Day, as Trustee

SEND GREETING:

Whereas, B. J. Day, as Trustee

in and by my certain Promissory note in writing, of even date with these presents,

well and truly indebted to Eastley Lumber Company

in the full and just sum of Fifteen Hundred (\$1500.00)

to be paid One year after date

with interest thereon from date Satisfied in full May 20, 1935 Eastley Lumber Company

at the rate of 8% per centum per annum, to be computed and paid semi-annually

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 B, the said B. J. Day, as Trustee

in consideration of the said debt and sum of money

aforesaid, and for the better securing the payment thereof to the said Eastley Lumber Company

according to the terms of the said note, and also in consideration to the further sum of Three Dollars, to me

the said B. J. Day, as Trustee

in hand well and truly paid by the said Eastley Lumber Company at and before signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by the Presents do grant, bargain, sell and release unto the said

Eastley Lumber Company, Its Successors and assigns:
 All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in Third Fire (5) of the city of Greenville;

Beginning at an iron pin on the West side of Pendleton Street, corner of lot of N. Kirk Allen; thence with the said Pendleton Street, N. 66 1/4 W. one hundred (100) feet to a pin; thence along an adjoining line of Grantee herein N. 21 40 E. one hundred and fifty (150) feet to a pin; thence S 66 1/4 E. one hundred (100) feet to a pin, on the said adjoining line of the said N. Kirk Allen; thence one hundred and fifty (150) feet to the beginning corner on Pendleton Street, less however, a strip 50 feet wide on the west side of this lot conveyed by A. F. Day to J. F. Melborn on April 7, 1926, which deed is recorded in Volume 106, page 499, and being a part of the lot of land conveyed to A. F. Day by deed of Carolina S. Taylor dated June 17, 1924, and recorded in Volume 82, page 574, R.M.C. Office for Greenville County.

Also all that certain lot of land on the North side of Pendleton Street in the City of Greenville, County and State aforesaid, with the following metes and bounds:-

Beginning at iron pipe corner of line of Charley Kloeckler and running thence with Kloeckler's line N. 17.58 E. 157.3 feet to iron pin; thence N. 17.58 E. 37.5 feet to iron pin; thence N. 69.17 W. 54.4 feet to an iron pipe, corner of A. F. Day's lot; thence with A. F. Day's line S. 23.10 W. 189.7 feet to iron pipe on Pendleton Street; thence with Pendleton Street S. 65.08 E. 72 feet to iron pipe at beginning being the same lot of land conveyed to A. F. Day by deed of Emma K. Beam, dated October 11, 1923, and recorded in Volume 97, at Page 545.