

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of Greenville

I, LEONARD W. ENGLAND

SEND GREETING:

WHEREAS, I the said Leonard W. England

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to The South Carolina National Bank of Charleston, as Trustee for The John W. Arrington, Foundation in the full and just sum of Thirty-two Hundred Fifty and No/100 (\$ 3,250.00) DOLLARS, to be paid at its ~~Bank~~ Office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of three (3) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 30th day of June, 1944 and on the last day of each month of each year thereafter the sum of \$ 31.39, to be applied on the interest and principal of said note, said payments to continue up to including the last day of April, 1954 and the balance of said principal and interest to be due and payable on the last day of May, 1954, the aforesaid monthly payments of \$ 31.39 each are to be applied first to interest at the rate of three (3) per centum per annum on the principal sum of \$ 3,250.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

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 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 Leonard W. England in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The South Carolina National Bank of Charleston as Trustee for The John W. Arrington Foundation, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Leonard W. England by The South Carolina National Bank of Charleston, as Trustee for The John W. Arrington Foundation COMPANY, 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, bargain, sell and release unto the said The South Carolina National Bank of Charleston, as Trustee for The John W. Arrington Foundation,

The South Carolina National Bank of Charleston, as Trustee for The John W. Arrington Foundation,

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the South side of Blue Ridge Drive (formerly known as Arlington Avenue) near the City of Greenville in the County of Greenville, State of South Carolina, being known and designated as Lot No. 2 on plat of R. S. Ballenger property, made by Dalton & Neves, Engineers, September, 1937, and having, according to said plat and a recent survey made by R. E. Dalton, April 14, 1941, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Blue Ridge Drive, joint front corner of Lots No. 2 and 3, said pin also being 177 feet West from the Southwest corner of the intersection of Blue Ridge Drive and Belmont Avenue, and running thence with the line of Lot No. 3, S. 6-13 E. 180 feet to an iron pin; thence with the rear line of Lot No. 9, S. 84-00 W. 59 feet to an iron pin; thence with the line of Lot No. 1, N. 6-13 W. 180 feet to an iron pin on the South side of Blue Ridge Drive; thence with the South side of Blue Ridge Drive, N. 84-00 E. 59 feet to the beginning corner.

This is the same property conveyed to the mortgagor herein by deed of R. S. Ballenger, dated October 14, 1940, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 226, at page 193.

