

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA, }
County of GREENVILLE

I, OEL BRUCE SMITH

SEND GREETING:

WHEREAS, I the said Oel Bruce Smith

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, GREENVILLE, S. C., as Trustee for the John W. Arrington Foundation in the full and just sum of TWENTY-FIVE HUNDRED and No/100 - - - - - (\$2,500.00) DOLLARS, to be paid at its Home 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 20th day of April, 1946, and on the 20th day of each month thereafter the sum of \$ 20.00 to be applied on the interest and principal of said note, said payments to continue until the principal and interest are paid in full; the aforesaid monthly payments of \$ 20.00 each are to be applied first to interest at the rate of three (3) per centum per annum on the principal sum of \$ 2,500.00 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 interest, 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 Oel Bruce Smith (The South Carolina National Bank of Charleston, Greenville, S.C., as Trustee for the John W. Arrington Foundation) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Oel Bruce Smith to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said Oel Bruce Smith in hand well and truly paid by the said Oel Bruce Smith 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, GREENVILLE, S. C., AS TRUSTEE FOR THE JOHN W. ARRINGTON FOUNDATION:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, situate on Henderson Street, known and designated as Lot No. 30, Block "C" of the City View subdivision as shown by plat recorded in the R.M.C. Office for Greenville County in Plat Book "A" at page 460. Said lot fronting on Henderson Street 50 feet and running back on the North side 155 feet and on the South side 140 feet.

This being the same property conveyed to the mortgagor herein by Fred C. Durham and Pearl Durham by deed to be recorded herewith.

This mortgage and the debt thereby secured is satisfied and paid in full, this 28th day of April 1955.

*Witness
D. L. Mosby*

*S. C. National Bank of Charleston,
Greenville, S. C. as Trustee for the
John W. Arrington Foundation
Jas. P. Whitlock
Assistant Trust Officer.*

RECORDED AND CANCELLED OF RECORD
THIS DAY OF April 1955
AT 11:00 O'CLOCK A. M. No. 10790
R. M. C. FOR GREENVILLE COUNTY, S. C.