

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Samuel M. Witcher

WHEREAS, I, the said Samuel M. Witcher

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to FIRST NATIONAL BANK OF GREENVILLE, S.C. as trustee for J. Emile Harley, Jr., under trust agreement dated October 19, 1945 in the full and just sum of Twelve Hundred and No/100 (\$1200.00) Dollars to be paid: one (1) year after date, with the privilege of anticipatory payment on any interest paying date

with interest thereon from date at the rate of SIX (6%) per cent. 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, 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 ten (10%) per cent. of the amount due thereon, besides all costs and expenses of collection, to be added to the amount due on said note and 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, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee, and its Successors-in-Office and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township, Greenville County, State aforesaid, near the City of Greenville, and, according to a Plat of property of James A. Moody, made by Pickell and Pickell, Engineers, August 4, 1945, described as follows:-

BEGINNING at a stake on the Southern side of Laurens Road, 64.7 feet East of the intersection of Laurens Road and Greenville Avenue, at corner of other property of the said James A. Moody, and thence with the Southern side of Laurens Road, S. 72-45 E. 44 feet to an iron pin, corner of other property; thence with the line of said property, S. 22-15 W. 87 feet to an iron pin, corner of the Evans property; thence with the line of said property, N. 70-30 W. 44 feet to a stake, corner of other property of James A. Moody; thence with the line of said property, approximately N. 22-15 E. 87.2 feet, more or less, to the beginning corner.

Said premises being the same conveyed to the mortgagor by G. D. Roberson by deed dated February 26, 1946, recorded in Book of Deeds 287 at Page 442.

Handwritten notes:
"Paid in full and interest the 28th day of the First National Bank of Greenville, S.C. as trustee for J. Emile Harley, Jr. under trust agreement dated 10/19/45."
"this is the trustee for J. Emile Harley, Jr. under trust agreement dated 10/19/45."
"Hawell, Trust Officer"
"6046"
"1947"