

MAY 6 12 30 PM 1949 VOL 424 PAGE 317

The State of South Carolina,
County of GREENVILLE

HOLLIE FAIRBANKS
R. M. C.

To All Whom These Presents May Concern:

THEODORE deF. CLEMENT and J. ROY OWEN SEND GREETING:
Whereas, we, the said Theodore deF. Clement and J. Roy Owen hereinafter called the mortgagor(s)

in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to The Peoples National Bank, as Executor and Trustee under the Will of W. L. Balentine hereinafter called the mortgagee(s), in the full and just sum of Twenty Thousand and No/100 - - - -

----- DOLLARS (\$ 20,000.00), to be paid \$300.00 on the 6th day of each and every month, commencing June 6th, 1949, until paid in full; payments to be applied first to interest, balance to principal; with the privilege to pay any portion or all of the unpaid principal balance on any monthly payment date without penalty,

, with interest thereon from date at the rate of five (5%) percentum per annum, to be computed and paid monthly 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; 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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 we, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 Peoples National Bank, as Executor and Trustee under the will of W. L. Balentine,

All that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, in Ward 5 of the City of Greenville and having the following metes and bounds, to-wit:

BEGINNING at a point on the South side of Pendleton Street, said point being the intersection of the South side of Pendleton Street with the East side of Calhoun Street, and running thence along the East side of Calhoun Street S. 16-15 W. 195 feet to the North side of a 15-foot alley; thence with the North side of said alley S. 73-45 E. 93.2 feet; thence in a line parallel with Calhoun Street N. 16-15 E. 195 feet to a point on the South side of Pendleton Street; thence with the South side of Pendleton Street N. 73-45 W. 93.2 feet to the point of beginning.

Being Lot No.5 and 10 feet off the West side of Lot No.4 as shown on plat of the property of Henry T. Mills recorded in the R. M. C. Office for the State and County aforesaid in Plat Book A, at page 459.

Together with all such right title and interest as the Mortgagors may have in and to said 15-foot alley above referred to.

10 49
E. E. Woods
Trust Officer
Witness: W. T. Anderson
10 49
Hollie Fairbanks
404 P 22730