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less 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 interest 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, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, Elgin Batson, 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, Greenville, S. C., 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 Elgin Batson, in hand well and truly paid by the said The South Carolina National Bank of Charleston, Greenville, S. C., as Trustee for the John W. Arrington Foundation, 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 certain piece, parcel or lot of land with improvements thereon, situate, lying and being in Bates Township, in the Town of Travellers Rest, South Carolina, on the Southern side of McAlhaney Road, and being known and designated as Lot No. 2 on a plat entitled "Property of R. E. Benson", prepared by W. A. Hester, Surveyor, dated April 15, 1933, and recorded in the RMC Office for Greenville County, S. C., in Plat Book H at Page 218. The property herein conveyed has, according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the South side of McAlhaney Road at the joint front corner of Lots Nos. 1 and 2 and running thence along the common line of said lots S. 33 E. 100.1 feet to an iron pin; thence N. 33-3/8 E. 87.1 feet to an