

SEP 23 3 30 PM 1949

State of South Carolina

OLLIE FARNSWORTH R.M.C.

County of GREENVILLE

Wayman W. Henry and Helen B. Henry

SEND GREETING:

WHEREAS, we the said Wayman W. Henry and Helen B. Henry

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to The South Carolina National Bank of Charleston as Trustee under the Will of Marshall P. Orr in the full and just sum of Seventy-five Hundred and No/100 (\$ 7500.00) DOLLARS, to be paid at said bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5) per centum per annum, said principal and interest being payable in quarterly installments as follows:

Beginning on the 23 day of December, 19 49, and on the 23rd day of each March, June, September and December of each year thereafter the sum of \$ 180.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 23 day of June, 19 54, and the balance of said principal and interest to be due and payable on the 23rd day of September, 19 54; the aforesaid quarterly payments of \$ 180.00 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 7500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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 hereof, 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 (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 we the said Wayman W. Henry and Helen B. Henry 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 us the said Wayman W. Henry and Helen B. Henry in hand and truly paid by the said Mortgagee at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said South Carolina National Bank of Charleston as Trustee under the will of Marshall P. Orr,

All that certain piece, parcel or tract of land situate, lying and being on the Northwest side of Augusta Road in Gantt Township, Greenville County, S. C., being shown as that unnumbered tract containing 12 acres, more or less, on plat of Crestwood made by J.C.Hill, Surveyor, February 28, 1949, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book S. page 189, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Augusta Road, said pin being 258 feet in a Northeasterly direction from the point where the Northwest side of Augusta Road intersects with the North side of Lawmar Boulevard, and running thence along line of property of Martha S. Scott, N. 50-45 W. 378.6 feet to an iron pin; thence continuing with said Scott line, the following courses and distances: S. 20-40 W. 47 feet S. 28-20 W. 84.6 feet; N. 81-00 W. to and with a fence 290.7 feet; N. 50-15 W. along fence 350.8 feet; N. 19-45 W. along fence 267.7 feet to an iron pin in Southedge of Lot 48 on said Crestwood plat; thence along the line of Lot 48, N. 65-15 E. along fence 40 feet to an iron pin; thence along the rear line of Lots 47 and 48 N. 18-00 W. 172.1 feet to an iron pin; thence along the rear line of Lots 45 and 46, N. 51-45 W. 268.7 feet to an iron pin; thence N. 88-30 E. 764.2 feet to a stake; thence S. 8-00 W. 134.3 feet to an iron pin; thence N. 66-40 E. 238.1 feet to a stone; thence S. 68-45 W. 639.5 feet to a stone; thence S. 50-45 E. 461.7 feet, more or less, to an iron pin on the Northwest side of Augusta Road; thence along the Northwest side of Augusta Road, S. 45-15 W. 50 feet, more or less, to the beginning corner.

(over)

Handwritten signatures and dates: 9th Feb 56, James P. Whitlock, Trust Officer, D.L. Moody, Ollie Farnsworth, 12:56, 3615