

VOL 471 PAGE 138

The State of South Carolina,

County of GREENVILLE.

FILED  
GREENVILLE CO. S. C.

AUG 10 11 01 AM 1950

To All Whom These Presents May Concern:

OLLIE FARNSWORTH  
R.M.C.

HOWARD M. CHEVES and CAROLINE W. CHEVES SEND GREETING:

Whereas, we, the said Howard M. Cheves and Caroline W. Cheves 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 of Greenville, S.C. as Trustee under Agreement with Harry G. Kaminer, Jr., hereinafter called the mortgagee(s), in the full and just sum of Six Thousand and No/100-----

-----DOLLARS (\$ 6,000.00 ), to be paid as follows: The sum of \$150.00 to be paid on the principal each three months from date hereof, commencing November 10th, 1950, until paid in full,

, with interest thereon from date at the rate of Four and one-half (4½) percentum per annum, to be computed and paid quarterly

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 at 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 of Greenville, S. C., as Trustee under Agreement with Harry G. Kaminer, Jr., its successors and assigns, forever:

All those two certain pieces, parcels or lots of land, together with the buildings and improvements thereon, situate, lying and being on the West side of Byrd Boulevard in the City of Greenville, County of Greenville, State of South Carolina, being shown as part of Lot 139 and all of Lot 140, on Revised Plat of Traxler Park, prepared by R. E. Dalton, Engineer, in March 1923, which plat is of record in the R.M.C. Office for Greenville County, S.C., in Plat Book "F", at pages 114 and 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Byrd Boulevard, joint front corner of Lots 138 and 139; thence along joint line of said lots, S. 66-43 W. 250 feet more or less, to an iron pin in line of lot sold to Ethel G. Anderson; thence N. 23-17 W. 70 feet to an iron pin, in line of Lot 142; thence along rear line of Lot 142, N. 66-43 E. 40 feet to an iron pin at rear corner of Lots 140 and 141; thence along said joint line, N. 29-44 E. 215.8 feet to an iron pin on the West side of Byrd Boulevard; thence with said Boulevard as the line the following courses and distances: S. 50-00 E. 69 feet to an iron pin; S. 28-13 E. 69 feet to an iron pin; thence S. 23-17 E. 70 feet to an iron pin, point of beginning.

Being part of the property conveyed to Howard Cheves by deed of Atlanta Journal Company, dated February 28, 1940, recorded in Deed Book 219, page 30; and part of the property conveyed to Howard M. Cheves and Caroline W. Cheves by deed of Caroline S. Rainey, dated February 9, 1945, recorded in Deed Book 272, page 163, said R.M.C. Office.

action to this Mtg. see page 139 of the book