

VOL 481 PAGE 36

The State of South Carolina,

County of GREENVILLE

FILED
GREENVILLE CO. S.C.

OCT 23 10 35 AM 1950

To All Whom These Presents May Concern:

Theron C. Cleveland, Jr.

SEND GREETING:

Whereas, I, the said Theron C. Cleveland, Jr.

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The South Carolina National Bank of Charleston, Trustee for the Employees' Retirement and Benefit Plan of said Bank hereinafter called the mortgagee(s), in the full and just sum of

Ten Thousand and No/100 -----
DOLLARS (\$ 10,000.00) to be paid

as follows: Interest only on the outstanding unpaid principal balance from date until, January 1, 1951; thereafter the sum of \$60.60 on the 1st day of each succeeding month, commencing February 1, 1951 until paid in full, with payments applied first to interest and the balance to principal; with the unpaid principal balance due and owing January 1, 1961.

, with interest thereon from date at the rate of four (4) 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 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 I, 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 me, 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 South Carolina National Bank of Charleston, Trustee for the Employees' Retirement and Benefit Plan of said Bank, its successors and assigns, forever:

All that certain piece, parcel or lot of land together with the building and improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the South side of Dogwood Lane being shown as all of Lot 190 and the Eastern one-half of Lot 189 on Plat of Cleveland Forest, prepared by Dalton & Leves, Engineers, in May 1940 and as subsequently revised, which plat is recorded in Plat Book "M", page 57 R.M.C. Office for Greenville County, S. C. and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Dogwood Lane at the joint front corner of Lots 191 and 190; thence along the joint line of said lots S. 25-03 E. 181.7 feet to an iron pin in the rear line of Lot 171; thence along the rear lines of Lots 171 and 172 S. 72-15 E. 90 feet to an iron pin in the center of the rear line of Lot 189; thence through the center of Lot 189 N. 25-15 W. 172.6 feet to an iron pin in the center of the front line of Lot 189 and which pin is on the South side of Dogwood Lane; thence with the South side of Dogwood Lane as the line N. 70-54 E. 30 feet to an iron pin at the joint front corners of Lots 189 and 190; thence continuing along the South side of Dogwood Lane N. 64-38 E. 60 feet to point of beginning.

Being the identical property conveyed to Theron C. Cleveland, Jr. by deed of Alice Burnett Cleveland, et al, dated April 8, 1950, recorded in Deed Book 406, page 430, said R.M.C. Office.

RECORDED AND INDEXED BY RECORDS
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Ollie Jamieson
R. H. C. CO. OFFICE
11-15-50

Truly paid and attested this
2nd day of November, 1950.
The South Carolina Natl. Bk. of Char., Trustee
for an Employees Retirement and Benefit
Plan of said Bank
Rep. & L. Moore, Jr.
Trust Officer
Witness
Christina S. Penberius
Eleanor L. Barker