

FILED

BOOK 496 PAGE 472

APR 21 9 51 AM 1951

The State of South Carolina,
County of GREENVILLE.

OFFICE FARMINGTON
R. I. C.

To All Whom These Presents May Concern:

ZAHIA B. JOSEPH

SEND GREETING:

Whereas, I, the said Zahia B. Joseph 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, as Trustee, under the will of Marshall P. Orr, deceased, hereinafter called the mortgagee(s), in the full and just sum of Five Thousand and No/100- - - - -

----- DOLLARS (\$5,000.00), to be paid as follows:

The sum of \$250.00 on the principal on the 21st day of July, 1951, and the sum of \$250.00 on the 21st day of each October, January, April and July of each year thereafter until the principal indebtedness is paid in full;

with interest thereon from _____ date at the rate of Five (5%) _____ 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 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, as Trustee under the will of Marshall P. Orr, deceased, its successors and assigns, forever:

All that lot of land with the improvements thereon situate on the Northeast side of Ebaugh Avenue, in the City of Greenville, Greenville County, State of South Carolina, being shown as Lot 77, on plat of East Park, made by W. A. Adams, Surveyor, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "A", at page 383, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Ebaugh Avenue, at joint corner of Lots 77 and 78, and running thence along the rear lines of Lots 78, 79, 80, 81 and 82, N 72-30 E 221 feet to an iron pin; thence N 40-30 W 68.1 feet to an iron pin; thence with the line of Lot 76, S 72-30 W 185 feet 6 inches to an iron pin on the Northeast side of Ebaugh Avenue; thence along the Northeast side of Ebaugh Avenue, S 17-30 E 54 feet to the beginning corner.

This is the same property conveyed to the Mortgagor by deed of R.G. Tilman, dated December 8, 1941, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 240, at page 132.

This mortgage and the debt thereon secured is satisfied by payment of \$5,000.00 on 10/21/53.

Witnesses
Harry Clyburne
Marguerite D. Dantman

The South Carolina National Bank of Charleston as Trustee under the will of Marshall P. Orr Deceased.

By: James P. W. Hittcock Assistant Trust Officer

16
James P. W. Hittcock
Assistant Trust Officer