

State of South Carolina,

COUNTY OF GREENVILLE.

FILED
GREENVILLE CO. S.C.

MAY 22 10 30 AM 1952

OLLIE FARNSWORTH
R.H.C.

I, JOE L. CLEMENT,

SEND GREETING:

WHEREAS, I the said Joe L. Clement

in and by my certain promissory note in writing, of even date with these presents well and truly indebted to The South Carolina National Bank, Greenville, S.C., as Trustee for the JOHN W. ARRINGTON FOUNDATION, in the full and just sum of One Thousand Three Hundred and no/100 (\$1,300.00) DOLLARS, to be paid at Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of three (3%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 20th day of June, 1952, and on the 20th day of each month of each year thereafter the sum of \$28.78, to be applied on the interest and principal of said note, said payments to continue up to and including the 20th day of April, 1956, and the balance of said principal and interest to be due and payable on the 20th day of May, 1956; the aforesaid monthly payments of \$28.78 each are to be applied first to interest at the rate of three (3%) per centum per annum on the principal sum of \$1,300.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly 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 I, the said Joe L. Clement

, 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, 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 Joe L. Clement

in hand and truly paid by the said The South Carolina National Bank, Greenville, S.C., as Trustee for the John W. Arrington Foundation 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 The South Carolina National Bank, Greenville, S.C., as Trustee for the John W. Arrington Foundation:

All that certain piece, parcel or lot of land situate, lying and being on Piney Mountain near the City of Greenville, S. C. on the Southeastern side of View Point Drive; being described according to a plat prepared by Piedmont Engineering Service, Greenville, S. C. dated April 22, 1952, entitled "Property of J. E. Gilliam, Piney Mountain, Near Greenville, S. C.", and having according to said plat the following metes and bounds, courses and distances, to-wit:

BEGINNING at a point near the center of View Point Drive at the joint corner of the within mortgaged premises and property of J. E. Gilliam, Jr. and running thence S. 35-20 E. 278.8 feet to an iron pin in the line of the property now or formerly of Wallace; thence S. 84-16 W. 120.5 feet to an iron pin; thence N. 35-20 W. 222.7 feet to a point near the center of View Point Drive; thence along View Point Drive N. 56-32 E. 104.8 feet to the beginning corner.

The above described property is the identical property conveyed to the mortgagor herein by deed of J. E. Gilliam, Jr. of even date and to be recorded.

(over)