

SEP 16 12 05 PM '52

State of South Carolina,

COUNTY OF Greenville

WILLIAM B. THORNTON

SEND GREETING:

WHEREAS, I the said William B. Thornton

in and by my certain promissory note in writing of even date with these presents am well and truly indebted to The First National Bank of Greenville, S. C. and Alice Burnett Cleveland, deceased as Executor and Executrix under the will of W. C. Cleveland, deceased in the full and just sum of SIX THOUSAND AND NO/100

(\$6,000.00) DOLLARS, to be paid at 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 monthly installments as follows:

Beginning on the 16th day of October, 1952, and on the 16th day of each month of each year thereafter the sum of \$63.64, to be applied on the interest and principal of said note, said payments to continue up to and including the 16th day of August 1962, and the balance of said principal and interest to be due and payable on the 16th day of September 1962; the aforesaid monthly payments of \$63.64 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$6,000.00 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 mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagees according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor, in hand and truly paid by the said mortgagees

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 First National Bank of Greenville, S. C., and Alice Burnett Cleveland as Executor and Executrix under the will of W. C. Cleveland, deceased, their successors and assigns, forever:

All that lot of land with the buildings and improvements thereon, situate, lying and being at the Southwest corner of the intersection of Arlington Avenue and South Memminger Street, in the City of Greenville, Greenville County, S. C., being shown as Lot 6 and a portion of Lot 7 on plat of Property of Henry T. Mills, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "C", at page 223, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southwest corner of the intersection of Arlington Avenue and South Memminger Street, and running thence along the West side of South Memminger Street S. 16-15 W. 65 feet to an iron pin on the front line of Lot 7; thence through Lot 7, N. 73-45 W. 157 feet to an iron pin; thence along line of Lot 5, N. 16-15 E. 65 feet to an iron pin on the South side of Arlington Avenue; thence along South side of Arlington Avenue S. 73-45 E. 157 feet to the beginning corner.

This is the same property conveyed to the Mortgagor by deed of Edith L. Hester, dated December 29, 1945, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 284, at page 388.