

APR 8 4 32 PM 1953

State of South Carolina, GREENVILLE COUNTY, S. C.

COUNTY OF GREENVILLE

M. WILSON CLARY, AS TRUSTEE FOR M. WILSON CLARY, JR., DOROTHY L. CLARY, AND CAROL CLARY UNDER TRUST AGREEMENT DATED DECEMBER 31, 1952 SENDS GREETING:

WHEREAS, I the said M. Wilson Clary, As Trustee for M. Wilson Clary, Jr., Dorothy L. Clary and Carol Clary under Trust Agreement dated December 31, 1952 in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to The Peoples National Bank of Greenville, Greenville, S. C. in the full and just sum of Fifty-Two Thousand, Five Hundred and No/100 (\$52,500.00) DOLLARS, to be paid at its offices in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four (4%) per centum per annum, said principal and interest being payable in monthly installments as follows: Interest only to be paid May 1, June 1, July 1, and August 1, 1953, and Beginning on the 1st day of September, 1953, and on the 1st day of each month of each year thereafter the sum of \$500.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of February, 1963, and the balance of said principal and interest to be due and payable on the 1st day of March, 1963; the aforesaid monthly payments of \$500.00 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$52,500.00 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 mortgagee 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 mortgagee 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 Peoples National Bank of Greenville, Greenville, S. C., its successors and assigns, forever.

All my undivided one-half interest in and to all that lot of land with the buildings and improvements thereon, or to be constructed thereon, situate, lying and being on the southwesterly side of Laurens Road, at the southerly corner of the intersection of Laurens Road and Greenacre Road, in the City of Greenville, S. C., and having, according to a plat made by Dalton & Neves in May 1952, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "CC", at Page 45, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Laurens Road at the southerly intersection of Laurens Road and Greenacre Road, and running thence along the southwesterly side of Laurens Road, S. 55-31 E. 231.5 feet to an iron pin at corner of property of James W. Curdts, as Trustee; thence along said James W. Curdts property, S. 34-29 W. 299.95 feet to an iron pin on the northeast side of Liberty Lane; thence along the northeast side of Liberty Lane, N. 55-31 W. 235.6 feet to an iron pin, the northeasterly corner of the intersection of Liberty Lane and Greenacre Road; thence along the southeasterly side of Greenacre Road, N. 31-30 E. 270.9 feet to an iron pin at the southerly intersection of Greenacre Road and Laurens Road; thence around said intersection on a curve, the chord of which is N. 78-43 E. 40.5 feet to the point of beginning.

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