

BOOK 570 PAGE 360

MAR 10 12 20 PM 1953

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
R.M.C.

To All Whom These Presents May Concern:

I, Nellie Hicks Hendrix, of Greenville County, S. C., SEND GREETING:

Whereas, I, the said Nellie Hicks Hendrix,

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., as Trustee, Under Agreement with F.W.Symmes, dated May 6, 1947,

in the full and just sum of FIFTY EIGHT HUNDRED AND NO/100 (\$5800.00) DOLLARS, to be paid as follows: \$69.64 on September 8, 1953, and a like sum on the 8th day of each ~~and to be paid~~ every succeeding Calendar month thereafter, each of said payments to be applied first to interest and then to the principal balance owing from month to month, until paid in full; with the right, however, to anticipate by the payment of all or any part thereof, on any interest paying date, before maturity, until paid in full,

with interest thereon from date at the rate of Six per centum per annum, to be computed and paid monthly, as above,

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 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 Nellie Hicks Hendrix,

in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said The First National Bank, of Greenville, S.C., as Trustee, Under Agreement with F.W.Symmes, dated May 6, 1947,

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Nellie Hicks Hendrix,

The First National Bank, of

Under Agreement with F.W.Symmes, dated May 6, 1947, Greenville, S.C., as Trustee,

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 First National Bank, of Greenville, S. C., as Trustee, Under Agreement with F. W. Symmes, dated May 6, 1947, its Successors and Assigns,

All that piece, parcel or lot of land in Gantt Township, Greenville, State of South Carolina, with all improvements thereon, about six miles south of Greenville Court House, east of the Augusta Road, on Eastview Drive, being shown and designated as Lot Number Thirty Six (No. 36) on plat and survey of subdivision known as "Clearview", made by M. H. Woodward, R. E., Dec., 1945, recorded in R.M.C. office for Greenville County in Plat Book "P" at page 1, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on south side of Eastview Drive, joint corner of Lots Nos. 36 and 3, and running thence S. 18-04 E. 200.6 feet along the rear lines of Lots Nos. 3, 2 and 1 to an iron pin on the north side of Clearview Drive; thence easterly along the north side of Clearview Drive, 86.4 feet to an iron pin, joint rear corner of Lots Nos. 36 and 35; thence N. 18-04 W. 194.2 feet along line of Lot No. 35, to an iron pin on south side of Eastview Drive; thence S. 71-56 W. 87.0 feet along south side of Eastview Drive to the point of beginning.

This is a part of a tract of 18.91 acres, more or less, and is the same lot of land conveyed to me by James W. Hicks by deed dated Mar. 20, 1946, recorded in Vol. 234, page 431 in said R.M.C. office.

This is a first mortgage over the above described property,