

SEP 26 11 55 AM 1953

State of South Carolina,

COUNTY OF GREENVILLE

LEONARD W. ENGLAND and HELEN M. ENGLAND

WHEREAS, We the said Leonard W. England and Helen M. England SEND GREETING:

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to ~~John W. Arrington Foundation,~~ The South Carolina National Bank of Charleston, as Trustee for the in the full and just sum of Ten Thousand and No/100 (\$10,000.00) DOLLARS, to be paid at its bank in 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 quarterly installments as follows:

Beginning on the 1st day of January, 1954, and on the 1st day of each April, July, October & January of each year thereafter the sum of \$ 290.40, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of July 1963, and the balance of said principal and interest to be due and payable on the 1st day of October 1963, the aforesaid quarterly payments of \$ 290.40 each are to be applied first to interest at the rate of Three (3) per centum per annum on the principal sum of \$ 10,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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 we the said Leonard W. England and Helen M. England, 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 us the said Mortgagors 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 South Carolina National Bank of Charleston, as Trustee for the John W. Arrington Foundation, its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the Southeast side of Clarendon Avenue, near the City of Greenville, in Greenville County, S. C., in the section known as Sans Souci, being shown on a plat of property of Colonia Company, made by Dalton & Neves, February, 1938, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "J", pages 4 and 5, and having according to a recent survey made by C. O. Riddle, March 4, 1953, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of Clarendon Avenue at the point where the Southeast side of Clarendon Avenue intersects with the Northeast side of Circle Road, and running thence along the Southeast side of Clarendon Avenue, N. 46-10 E., 120 feet to an iron pin at corner of property of B. S. Allen; thence along said Allen line, S. 43-35 E., 350 feet to an iron pin; thence S. 46-10 W., 120 feet to an iron pin; thence S. 88-52 W., 80 feet to an iron pin on the East side of Circle Road; thence with the East side of Circle Road, following the curve thereof (the chord being N. 13-30 E. 70 feet) to an iron pin; thence continuing with the curve of Circle Road (the chord being N. 18-47 W., 110.6 feet) to an iron pin; thence with the Northeast side of Circle Road, N. 60-14 W. 162 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of B. S. Allen, dated March 4, 1952, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 481, page 139.

[Handwritten notes and signatures at the bottom of the page, including names like "John W. Arrington" and "The South Carolina National Bank of Charleston"]