

BOOK 575 PAGE 188

GREENVILLE CO. S.C.

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

OCT 3 10 21 AM 1953

CLLIE FAIRSWORTH  
R.M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said J. A. Fortner

in and by my certain promissory note in writing, of even date with these

Presents, am well and truly indebted to First National Bank of Greenville, South Carolina, Trustee under agreement with Fred W. Symmes dated May 6, 1947 in the full and just sum of Three Thousand and no/100 (\$3,000.00) Dollars

, to be paid at the rate of \$49.72 per month, commencing the 10th day of November and on the 10th day of each succeeding month until paid in full, said payments to be applied first to interest then principal, with the right to anticipate said payments

, with interest thereon from date

at the rate of 6% per centum per annum, to be computed and paid semi-annually

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 J. A. Fortner

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said First National Bank of Greenville, South Carolina, Trustee under agreement with Fred 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 J. A. Fortner

, in hand well and truly paid by the said First National Bank of Greenville, S. C., Trustee under agreement with Fred W. Symmes dated May 6, 1947 at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained,

1947  
6,/  
sold and released, and by these Presents do grant, bargain, sell and release unto the said First National Bank of Greenville, S. C., Trustee under agreement with Fred W. Symmes, dated May 6, 1947

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina on the Southern side of Pendleton Street in the town of West Greenville, being the Eastern portion of Lot No. 1, Block F, on plat of the Melville Land Company, recorded in the R.M.C. Office for Greenville County, South Carolina in plat book "A" at page 97, and having according to a survey made by G. A. Ellis on January 10, 1947 is described as follows:

BEGINNING at a stake on the Southwestern corner of Pendleton Street and Mason Street, and running thence with the Southern side of Pendleton Street, N. 66-15 W. 77.5 feet to a stake on an eight-foot alley; thence with the Eastern side of said alley, S. 44-30 W. 52.5 feet to a stake on Burdette Street; thence with the Northern side of Burdette Street S. 46-15 E. 73 feet to a stake at corner of Mason Street; thence with the Western side of Mason Street N. 43-45 E. 76.5 feet to the beginning corner. Property conveyed to the Grantor by Lois L. Fortner by deed dated February 26, 1947 and recorded in the R. M. C. Office in Volume 308 at page 110.