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MAY 2 4 51 PM 1955

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARNSWORTH  
R.M.C.

### To All Whom These Presents May Concern:

We, James P. Moore and Otis P. Moore, of Greenville, S.C. SEND GREETING:

Whereas, we, the said James P. Moore and Otis P. Moore,  
in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to The First National Bank, of Greenville, S.C. as Administrator c.t.a. of the Estate of E.M. Wharton, dec'd., and as Trustee Under the Will of E.M. Wharton, dec'd., in the full and just sum of EIGHTY ONE THOUSAND and no/100 (\$81,000.00) DOLLARS, to be paid as follows: THREE THOUSAND FIVE HUNDRED (\$3,500.00) DOLLARS, on the 22<sup>nd</sup> day of May, 1956, and a like sum on the 22<sup>nd</sup> day of May of each and every succeeding Calendar year thereafter for a period of Ten (10) years, at which time the whole of the principal balance then owing at the end of Ten (10) years shall be and become due and payable, until paid in full, with the right and privilege, 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 4 1/2 per centum per annum, to be computed and paid quarterly

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 we, the said James P. Moore and Otis P. Moore,  
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 Admr. c.t.a. of the Estate of E.M. Wharton, dec'd., and as Trustee under the Will of E.M. Wharton, dec'd., according to the terms of said note, and also in consideration of the further sum of Three Dollars, to us, the said James P. Moore and

Otis P. Moore, in hand well and truly paid by the said The First National Bank, of Greenville, S.C., as Admr., c.t.a. etc., and as Trustee, etc., all as aforesaid, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have grant-er, 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 Administrator, c. t. a., of the Estate of E. M. Wharton, deceased, and as Trustee under the Will of E. M. Wharton, deceased, Its Successors and Assigns,

All that piece, parcel or lot of land, with the buildings and improvements thereof, in Greenville Township, Greenville County, State of South Carolina, on the eastern side of North Main Street in the Block between East North Street and Oak Street, and having the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of North Main Street which point is the center of a seventeen-inch brick wall and is 260 feet and one inch from the intersection of Main Street and North Street, and 113 feet and three and one-half inches from the intersection of Main Street and Oak Street, and running thence with the eastern side of North Main Street, N. 20 E. 44 feet and nine and one-half inches to a point on said Street, which point is 304 feet and ten and one-half inches from the intersection of Main and North Streets and 68 feet and six inches from the intersection of Main and Oak Streets; thence along the line of Carpenter Bros. Drug Co. lot, S. 69-50 E. 133 feet and four inches to a point on said line which point is 90 feet from the western side of Brown Street; thence S. 20 W. 44 feet and eleven inches to a point on line of Jordan and Jervey lot, which point is 90 feet west

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