

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE

FEB 24 12 27 PM 1956

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

WHEREAS I, James W. Curdts, Trustee for Ed C. Curdts, Fred S. Curdts and James W. Curdts,

am well and truly indebted to

The Peoples National Bank, Greenville, S. C.,

in the full and just sum of Thirty Thousand and no/100 (\$30,000.00)

Dollars, in and by certain promissory note in writing of even date herewith, due and payable

~~xxxxxx~~

~~xxxxxx~~

~~xxxx~~

according to the terms of the note executed herewith and by reference made a part hereof,

with interest

from date at the rate of four and one-half ($4\frac{1}{2}\%$) per centum per annum until paid; interest to be computed and paid quarterly ~~xxxxxx~~ and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I, the said James W. Curdts, Trustee for Ed C. Curdts, Fred S. Curdts and James W. Curdts, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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 Peoples National Bank, Greenville, S. C., its successors and assigns forever:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being at the southerly corner of the intersection of Laurens Road and South Pleasantburg Drive (S. C. By-Pass No. 291), in the City of Greenville, S. C., and having according to a plat entitled Property of James W. Curdts, Trustee, dated November 19, 1952, prepared by Dalton & Neves, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southerly corner of the intersection of Laurens Road and South Pleasantburg Drive, and running thence along the southwesterly side of Laurens Road S 55-35 E 125 feet to an iron pin; thence S 26-00 W 150 feet to an iron pin; thence N 55-35 W 125 feet to an iron pin on the southeasterly side of South Pleasantburg Drive; thence along the southeasterly side of said Drive N 26-00 E 150 feet to the point of beginning.

It is the intention of the parties to this instrument that the lien of this mortgage shall stand with and be of equal rights with the lien of the following mortgages:

(1) Mortgage given by James W. Curdts, Trustee, to The Peoples National Bank, dated July 27, 1953, in the original amount of \$6,500.00, recorded in Mortgage Book 569, page 178. (2) Mortgage given by Pleasantburg Shopping Center, Inc. and James W. Curdts, Trustee, to The Peoples National Bank, dated October 27, 1954, in the original amount of \$10,000.00, and recorded in Mortgage Book 617, page 509.

This mortgage is entered into by the mortgagor pursuant to the powers granted to him as Trustee in the deed recorded in Deed Book 482, page 373.