

FILED
GREENVILLE CO. S. C.

State of South Carolina, MAR 26 4 41 PM 1957

COUNTY OF GREENVILLE

OLLIE F. HAYNSWORTH
R. M. C.

JOHN MITCHELL LOWRY AND J. H. LESLEY SEND GREETING:

WHEREAS, we the said John Mitchell Lowry and J. H. Lesley

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to The Peoples National Bank of Greenville, S. C., as Trustee under Agreement with Josephine C. Newell, Dated August 30, 1949, in the full and just sum of Eight Thousand Five Hundred and No/100ths (\$ 8,500.00) DOLLARS, to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five & one-half (5 1/2 %) per centum per annum. said principal and interest being payable in monthly installments as follows:

Beginning on the 23rd day of April, 1957, and on the 23rd day of each month of each year thereafter the sum of \$ 92.25, to be applied on the interest and principal of said note, said payments to continue up to and including the 23rd day of February 1967, and the balance of said principal and interest to be due and payable on the 23rd day of March 1967; the aforesaid monthly payments of \$ 92.25 each are to be applied first to interest at the rate of five & one-half (5 1/2 %) per centum per annum on the principal sum of \$ 8,500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly 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 John Mitchell Lowry and J. H. Lesley

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Trustee under Agreement with Josephine C. Newell, Dated August 30, 1949, to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

US the said John Mitchell Lowry and J. H. Lesley The Peoples National Bank of Greenville, S.C. under Agreement with Josephine C. Newell, Dated August 30, 1949, 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 PEOPLES NATIONAL BANK OF GREENVILLE, S. C., AS TRUSTEE UNDER AGREEMENT WITH JOSEPHINE C. NEWELL, DATED AUGUST 30, 1949: All that certain piece, parcel or lot of land in the City of Greenville, in the County of Greenville, State of South Carolina, at the Northwest corner of Townes Street and Park Avenue (formerly Carrier Street) and having the following metes and bounds:

BEGINNING at the corner of said Streets and running thence along Townes Street N. 13 E. 85 feet to a stake corner; thence along lot now or formerly of Ferguson N. 77 W. 121 feet to the lot conveyed by J. F. Mitchell to A. A. Butler; thence along said lot S. 13 W. 85 feet to a stake on Park Avenue; thence along said Park Avenue S. 77 E. 121 feet and 4 inches to the beginning corner.

This is a portion of a lot conveyed to J. F. Mitchell by W. C. Cleveland by deed dated June 15, 1891, recorded in Deed Volume 2X at page 718 in the R.M.C. Office for Greenville County, and devised to John Mitchell Lowry by Will of J. F. Mitchell on record in the Probate Court in Apartment 404 File 56. John Mitchell Lowry conveyed the identical property described herein to J. H. Lesley, by deed dated March 23, 1957, and to be recorded in the R.M.C. Office for Greenville County, reserving in himself a one-third undivided interest for his life.