

State of South Carolina

SEP 19 3 27 PM 1959

COUNTY OF GREENVILLE

JOE L. CLEMENT SENDS GREETING:

WHEREAS, I the said Joe L. Clement

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

Beginning on the 16th day of October, 1959, and on the 16th day of each succeeding month of each year thereafter the sum of \$132.14, to be applied on the interest and principal of said note, said payments to continue up to and including the 16th day of August, 1966, and the balance of said principal and interest to be due and payable on the 16th day of September, 1966; the aforesaid monthly payments of \$132.14 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 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 I the said Joe L. Clement

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The South Carolina National Bank, as Trustee for the John W. Arrington Foundation, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Joe L. Clement

in hand and truly paid by the said The South Carolina National Bank, as Trustee for the John W. Arrington Foundation

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, AS TRUSTEE FOR THE JOHN W. ARRINGTON FOUNDATION:

All those pieces, parcels or lots of land situate, lying and being on the Southwestern side of Holly Hill Court in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 9 and 10 as shown on a plat of Halloran Heights, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book BB at page 93 and at page 171, and having, in the aggregate, according to said plats the following metes and bounds:

BEGINNING at an iron pin on the Southwestern side of Holly Hill Court at the joint front corner of Lots Nos. 10 and 11, and running thence with the Southwestern side of Holly Hill Court S. 28-35 E. 247.8 feet to a point; thence continuing with the Southwestern side of Holly Hill Court S. 33-35 E. 106.6 feet to a point; thence with the curve of the intersection of Holly Hill Court and Woodhaven Drive S. 6-47 W. 30.4 feet to a point on the Western side of Woodhaven Drive; thence with the Western side of Woodhaven Drive S. 47-13 W. 231.6 feet to an iron pin at the joint corner of Lots Nos. 8 and 9; thence with the line of Lot No. 8 N. 19-35 W. 209.1 feet to an iron pin; thence with the rear line of Lot No. 7 S. 28-35 W. 208 feet to an iron pin at the joint rear corner of Lots Nos. 10 and 11; thence with the line of Lot No. 11 N. 55-05 E. 201.5 feet to the point of beginning.

(continued-reverse side)

Paid in full and satisfied this 18th day of September 1964. The South Carolina National Bank as Trustee for the John W. Arrington Foundation. By: E. Allen Schiepp, Vice Pres. & Trust Officer; R. N. Thomas, Trust Officer.

22nd September 1964. D. W. Haynsworth. 11:00 A. 3837