

MORTGAGE OF REAL ESTATE - Office of George F. Townes, Attorney at Law, Greenville, S. C.

FEB 8 4 59 PM 1962

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

OLLIE WORTH

To All Whom These Presents May Concern:

WHEREAS we, Walter W. Goldsmith and George F. Townes as trustees for Walter W. Goldsmith, William J. Goldsmith, J. Alex Neely, Jr., Laurie S. Neely, William R. Timmons, George F. Townes and Henry P. Willimon, are well and truly indebted to

James T. Hardy and The South Carolina National Bank of Charleston, as Trustees under the Will of John T. Davenport, Deceased, in the full and just sum of Twenty-Five Thousand and no/100 (\$25,000.00) - - - Dollars, in and by our certain promissory note in writing of even date herewith, due and payable on the day of 19

to be paid \$300.00 on August 1, 1962 and \$300.00 each quarter thereafter until November 1, 1965, at which time the entire unpaid balance shall be paid in full, the interest to be paid in addition to the quarterly payments of \$300.00 on principal,

from February 1, 1962 at the rate of five and one-half (5 1/2%) with interest until paid; interest to be computed and paid quarterly and if unpaid when due to bear interest at same rate as principal until paid, and we 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 we, the said Walter W. Goldsmith and George F. Townes, as Trustees,

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 us 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

James T. Hardy and The South Carolina National Bank of Charleston, South Carolina, as Trustees under the Will of John T. Davenport, Deceased, all that tract or lot of land in Township, Greenville County, State of South Carolina,

ALL that certain piece, parcel or lot of land with all buildings and improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, located on the North side of West McBoe Avenue, and having the following metes and bounds.

BEGINNING at an iron pipe on the North side of West McBoe Avenue, which pipe is located 84 feet Northwest from the corner of West McBoe Avenue and Richardson Street, and running thence along the North side of West McBoe Avenue, N. 67-50 W. 58.75 feet to a point; thence N. 18-34 E. 95.4 feet to a pipe; thence S. 67-30 E. 61.5 feet to a pipe; thence S. 20-14 W. 94.9 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of the South Carolina National Bank of Charleston as Trustee to be recorded. This mortgage is to secure the unpaid balance of the purchase price of this property, and is a purchase money mortgage.

The terms of the note further provide that the mortgagors shall have the right to anticipate in any amount at any time without penalty and that the mortgagors will, within a reasonable time, expend the sum of \$7,500.00 in repairs and improvements on the mortgaged premises, and in the event that such sum is not expended, the difference between the amount expended for repairs and improvements and the sum of \$7,500.00 shall be paid by the mortgagors on the principal of this mortgage.

Handwritten notes and signatures: "Paid in full and satisfied this 18th day of April 1963 The S.C. National Bank of Greenville, S.C. and James T. Hardy as Co. Trustees Under the will of John T. Davenport, Deceased. By: James R. Mendenhall, Sr. Vice President + Trust Officer. By: J. M. Humphreys, Asst. Trust Officer. By: James T. Hardy. Eddy W. Dean, Maudine Brown, witnesses. RECORDED AND INDEXED FEB 12 1962 P. M. 1962