

BOOK 910 PAGE 254

FILED GREENVILLE CO. S. C. JAN 2 10 02 AM 1963

The State of South Carolina,
COUNTY OF GREENVILLE

OLLIE FARNSWORTH R.M.C.

To All Whom These Presents May Concern:

FRANK TOWERS RICE

SEND GREETING:

Whereas, I, the said Frank Towers Rice

hereinafter called the mortgagor(s) in and by MY certain promissory note in writing, of even date with these presents, well and truly indebted to THE PEOPLES NATIONAL BANK OF GREENVILLE, AS TRUSTEE FOR ERNEST PATTON, LEWIS PATTON, WILLIAM DAVID PATTON AND LENOIR PATTON ALMAND,

hereinafter called the mortgagee(s), in the full and just sum of -----

Thirty Five Thousand and No/100 ----- DOLLARS (\$ 35,000.00), to be paid as follows:

The sum of \$1750.00 to be paid on the 30th day of June, 1963, and the sum of \$1750.00 on the last day of December and June of each year thereafter up to and including the last day of June, 1971 with the balance of the principal to be paid on the last day of December, 1972,

, with interest thereon from date

at the rate of six (6%) semi-annually percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear interest at the same rate as principal.

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 ten (10%) per cent, of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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, AS TRUSTEE FOR ERNEST PATTON, LEWIS PATTON, WILLIAM DAVID PATTON AND LENOIR PATTON ALMOND, its successors and assigns,

ALL that parcel or tract of land situate on the South side of Interstate Highway No. 85, on the East side of Piedmont & Northern Railroad and on the West side of the Old Piedmont-Greenville Road and the Columbia and Greenville Division of the Southern Railroad and having, according to a survey made by Ethan C. Allen, Surveyor, January 1962, the following metes and bounds, to-wit:

BEGINNING at a point in the right of way of the Piedmont & Northern Railroad on the Southern edge of the right of way of the interstate Highway No. 85, and runs thence S. 86-08 E., 304.7 feet to an iron pin; thence continuing along the Southern edge of the right of way of Interstate Highway No. 85, S. 85-33 E., 500 feet, more or less, to an iron pin, which iron pin is located 360 feet West from the Western edge of the right of way of the Old Greenville-Piedmont Road; thence in a Southerly direction along the line, 360 feet West of and parallel with the Old Greenville-Piedmont Road, 235 feet, more or less, to an iron pin on the Northern edge of proposed 50 foot drive; thence along the Northern edge of said 50 foot proposed drive, 460 feet, more or

This Release See R. C. M. Book 1066 Page 168 See Patton, S. C. S. M. Book 1037 Page 597

Paid and Satisfied in Full this
the 28 day of April 1970

THE PEOPLES NATIONAL BANK
Greenville, South Carolina

Witness *William David Patton*
Patricia Tidmore
Donella Tidmore

Ernest Patton, Lewis Patton, William David Patton, Leinor Patton Almond

RECORDED AND CERTIFIED OF RECORD
BY ME May 19 70
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
BY *H. H. FLOCKS* A. M. NO. 23926