

The State of South Carolina,
COUNTY OF Greenville

BOOK 964 PAGE 326

To All Whom These Presents May Concern: I, CLYDE L. MILLER, AS TRUSTEE FOR CHARLES HARDY WHERRY ET AL. UNDER TRUST INDENTURE MADE JUNE 30, 1955, BY JACK K. WHERRY AND ELIZABETH F. WHERRY

Whereas, I, the said CLYDE L. MILLER, AS TRUSTEE FOR CHARLES HARDY WHERRY ET AL. UNDER TRUST INDENTURE MADE JUNE 30, 1955, BY JACK K. WHERRY AND ELIZABETH F. WHERRY hereinafter called the mortgagor(s) in and by his certain promissory note in writing, of even date with these presents, is well and truly indebted to THE PEOPLES NATIONAL BANK OF GREENVILLE

hereinafter called the mortgagee(s), in the full and just sum of Eight Thousand and No/100-----

-----DOLLARS (\$ 8,000.00), to be paid

\$500.00 to be paid on the 7th day of January, 1965, and the sum of \$500.00 on the 7th day of July and January of each year thereafter up to and including the 7th day of January, 1974, and the balance of the principal then remaining to be paid on the 7th day of July, 1974.

, with interest thereon from date at the rate of five and three-quarters (5 3/4%) semi-annually 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 me, 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, ITS SUCCESSORS AND ASSIGNS, FOREVER:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in Ward No. 6 of the City of Greenville, on the West side of Augusta Street and the South side of McKay Street, and being known and designated as Lot No. 11, on Plat of James Birnie Property, prepared by R. E. Dalton, Engineer, March 1924, which plat is recorded in the RMC Office of Greenville County, S. C. in Plat Book "F", at Page 202, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of the West side of Augusta Street with the South side of McKay Street, and running thence along the West side of Augusta Street, S. 25-26 E. 90 feet to an iron pin at the corner of Lot No. 10; thence along line of Lot No. 10, S. 85-43 W., 189.2 feet to an iron pin in line of Lot No. 12; thence with line of Lot No. 12, N. 6-23 W. 85.5 feet to an iron pin on South side of McKay Street; thence with South side of said street, N. 86-15 E. 160 feet to beginning corner.

Paid and Satisfied in Full this the 8 day of Jan 1970

THE PEOPLES NATIONAL BANK
Greenville, South Carolina
Marshall C. Pickens asst. Pres. Cashier

Witness Janet Copeland
Wanda Wagner

SATISFIED AND CANCELLED OF RECORD
9 DAY OF Mar 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:47 O'CLOCK P. M. NO. 19659