

FILED
GREENVILLE CO. S. C.

BOOK 1248 PAGE 525

State of South Carolina,

COUNTY OF GREENVILLE, S. C.

We, Jerry L. Scholl and Alice B. Scholl SEND GREETING:

WHEREAS, we the said Jerry L. Scholl and Alice B. Scholl

in and by DUK certain promissory note in writing, of even date with these presents are well and truly in-

debted to Southern Bank and Trust Company

in the full and just sum of One Hundred Sixty Thousand and no/100ths

(\$160,000.00) DOLLARS, to be paid at its office in Greenville, S. C., together with

interest thereon from date of disbursement until maturity at the rate of eight (8%) per centum per annum,

said principal and interest being payable in equal successive monthly installments as follows:

Beginning on the 1st day of December, 1972, and on the 1st day of each succeeding month

of each year thereafter the sum of \$ 1,941.25, to be applied on the

interest and principal of said note, said payments to continue up to and including the 1st day of October,

1982, and the balance of said principal and interest to be due and payable on the 1st day of November,

1982, the aforesaid monthly payments of \$ 1,941.25 each are to be applied first to

interest at the rate of eight (8%) per centum per annum on the principal sum of \$160,000.00 or

so much thereof as shall, from time to time, remain unpaid and the balance of each monthly pay-

ment shall be applied on account of principal; interest, only, at the rate (see last page hereof)

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 con-

dition, 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 in-

cluding (10%) per cent, of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be se-

cured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, the said Jerry L. Scholl and Alice B. Scholl

in consideration of the said debt and sum of money aforesaid, and for

the better securing the payment thereof to the said Southern Bank and Trust Company according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said Jerry L. Scholl and Alice B. Scholl

in hand and truly paid by the said Southern Bank and Trust Company

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 Southern Bank and Trust Company

ALL that certain piece, parcel or lot of land, situate, lying and being near the southeastern side of the Right of Way for Southern Railway System, near the City of Greenville, County of Greenville, State of South Carolina, and having the following metes and bounds:

BEGINNING at a point in the southwesterly boundary of a parcel of land of Georgia Industrial Realty Company, said point being 100 feet southeastwardly, measured radially, from a point in the center line of the northbound main track, known as No. 1 Main Track, of the Southern Railway Company as it runs between Washington, D. C., and Atlanta, Georgia, 218 feet northeastwardly from the center line of an 18 inch cast iron pipe located at survey station 5422 + 88 under said No. 1 Main Track, and 701 feet northeastwardly, from Milepost 478, as measured along the center line of said No. 1 Main Track, and running thence northeastwardly, along a curve to the right (radius 1810.08 feet, chord N. 53° 47 feet 16 inches E., 760.06 feet), concentric with and at all points 100 feet southeastwardly, measured radially, from the center line of said No. 1 Main Track, 765.76 feet more or less, to the westerly boundary of a public road; thence, in a southerly and southwesterly direction

(continued on reverse side hereof)