

MORTGAGE OF REAL ESTATE

49298 PROVINCIAL-BARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA, )  
COUNTY OF GREENVILLE, )

WHEREAS, heretofore on March 20, 1946, Wilmont Realty Company, Inc., a corporation organized and existing under the laws of the State of South Carolina, as Mortgagor, executed and delivered, by its duly authorized officers, a certain note and mortgage to Harriott B. Phelps, Joseph W. Barnwell, Jr., and Joseph W. Barnwell, Jr., and Nathaniel B. Barnwell, as Trustees for Charles E. Barnwell under the Will of Joseph W. Barnwell, deceased, as Mortgagees, which mortgage was recorded in the R.M.C. Office for Greenville County in Mortgage Volume 343, at page 232; and

WHEREAS, there was a transposition of the names of the said mortgagor and mortgagees in certain portions of said mortgage; and

WHEREAS it is the desire of the said mortgagor and mortgagees to correctly set forth the mortgage and the terms thereof,

NOW, THEREFORE,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WILMONT REALTY COMPANY, INC. SENDS GREETING:

RECORDED AND CANCELLED  
15 DAY OF April 1947  
Collie Sarnsworth  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
12:07 O'CLOCK P. M. NO. 7256

R. E. M.

WHEREAS, the said Wilmont Realty Company, Inc., in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to Harriott B. Phelps, Joseph W. Barnwell, Jr., and Joseph W. Barnwell, Jr., and Nathaniel B. Barnwell, as Trustees for Charles E. Barnwell under the Will of Joseph W. Barnwell, deceased, in the full and just sum of SIX THOUSAND AND NO/100 (\$6,000.00) DOLLARS, to be paid as follows:

Five Hundred (\$500.00) Dollars on the 20th day of March, 1947, and Five Hundred (\$500.00) Dollars on the 20th day of March of each year thereafter up to and including the 20th day of March, 1950, and the entire balance remaining due to be paid on the 20th day of March, 1951, with interest thereon from date at the rate of five per centum per annum, to be computed and paid annually on the same dates as principal until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 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 the said Wilmont Realty Company, Inc., in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Harriott B. Phelps, Joseph W. Barnwell, Jr. and Joseph W. Barnwell, Jr., and Nathaniel B. Barnwell, as Trustees for Charles E. Barnwell under the will of Joseph W. Barnwell, deceased, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to Wilmont Realty Company, Inc., in hand well and truly paid by the said Harriott B. Phelps, Joseph W. Barnwell, Jr., and Joseph W. Barnwell, Jr. and Nathaniel B. Barnwell, as Trustees for Charles E. Barnwell under the Will of Joseph W. Barnwell, deceased, at and before the signing 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 HARRIOTT B. PHELPS, JOSEPH W. BARNWELL, JR., and JOSEPH W. BARNWELL, JR. AND NATHANIEL B.