MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & Morrah, Attorneys of East, Greeneys, S. 6. 76 PAGE 211

SEP 21 11 38 AM 1950

The State of South Carolina,

County of GREENVILLE

OLLIE FARMSWORTH R. M.C

## To All Whom These Presents May Concern:

E. J. GIBSON

SEND GREETING:

Whereas, I , the said E. J. Gibson

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to agreement with Harry G. Kaminer, Jr., dated December 8, 1944 hereinafter called the mortgagee(s), in the full and just sum of Twelve Thousand Five Hundred and

as follows: Due and payable \$312.50 on principal each three months from date hereof, commencing December 21, 1950, until paid in full.

, with interest thereon from

date

at the rate of four and one-half

percentum per annum, to be computed and paid

quarterly

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, 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness at 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 mortgagor(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 well and truly paid by the said mortgagor(s) 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 The Peoples National Bank of Greenville, S. C., as Trustee under agreement with Harry G. Kaminer, Jr., dated December 8, 1944, its successors and assigns, for ever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, Greenville County, State of South Carolina, on the West side of Rutherford Street, being shown as part of Lot 5, on plat of property of G. F. Norris and R. F. Watson, prepared by R. E. Dalton, Engineer, February 1921, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "E", at page 291, and having according to a plat prepared by Dalton & Neves, September 1931, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Rutherford Street, 179.3 feet South of the Southwest intersection of James Street and Rutherford Street, joint corner of Lots 4 and 5; thence S. 85-46 W. 195.1 feet to an iron pin; thence S. 4-24 E. 67.6 feet to an iron pin in line of property now or formerly of Annie M. Reid; thence with Reid line N. 85-46 E. 187 feet to an iron pin on the West side of Rutherford Street; thence with the West side of Rutherford Street as the line, N. 2-34 E. 68 feet to point of beginning. LESS, however, a certain strip of land off of the Eastern end of said lot deeded to the City of Greenville, S. C., by E. J. Gibson, July 21, 1949, deed recorded in Deed Book 387, at page 377, said R.M.C. Office, for the purpose of widening Rutherford Street, which strip measures 10 feet on the North side, 68.5 feet on the West side, 12 feet on the South side and 68 feet on the East Side.