

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, C. C. Smawley and J. W. Smawley, of Greenville County, South Carolina SEND GREETINGS:

WHEREAS we the said C. C. Smawley and J. W. Smawley

in and by our certain promissory note, in writing, of even date with these presents, are well and truly indebted to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., in the full and just sum of EIGHTEEN HUNDRED & NO/100 (\$ 1800.00 ) Dollars,

with interest at the rate of six (6%) per centum per annum, to be repaid in installments of EIGHTEEN & NO/100

(\$ 18.00 ) Dollars upon the first day of each and every calendar month hereafter until the full principal sum, with interest, has been paid; said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a reasonable attorney's fee, besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind.

NOW, KNOW ALL MEN, That we the said C. C. Smawley and J. W. Smawley

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., according to the terms of said note, and also in consideration of the further sum of Three Dollars to us the said C. C. Smawley and J. W. Smawley

in hand well and truly paid by the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., the following described property to-wit:

tract
All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

in Gatt Township, about 8 miles Southwest of the City of Greenville, on what is known as Old Grove Road, containing 25 acres, more or less, and having, according to survey made by Dalton & Neves, Engineers, in April, 1940, the following metes and bounds:

Beginning at an iron pin in the center of Old Grove Road, at corner of the Mitchell property, and running thence with the line of said property, N. 11-40 W. 2135 feet to an iron pin in line of Rosamond property; thence with the line of said property, N. 85-45 W. 708 feet to an iron pin, corner of property now or formerly owned by M. R. Phillips; thence S. 21-15 E. 2270 ft. to pin; thence N. 85-30 E. 301.7 feet to the beginning corner; being the same property conveyed to C. C. Smawley and J. W. Smawley by George Galphin by deed dated April 16, 1940, and recorded in the R. M. C. Office for Greenville County in Book of Deeds 220 at page 301.

Witness,
Thelma Jones
Lattie West Galphin

RECORDED AND INDEXED
MAY 28 1940
Dellie James
FOR GREENVILLE COUNTY, S. C.
#7793