

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. O. Heatherly

SEND GREETING:

WHEREAS, I, the said J. O. Heatherly

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to H. C. Smith and S. Fox

in the full and just sum of Fifteen Hundred and No/100 (\$1500.00) Dollars to be paid: six (6) months from date.

*paid in full by deed this 10 day of Dec. 1947 to H. C. Smith & S. Fox*

**SATISFIED AND CANCELLED OF RECORD**  
10<sup>th</sup> DAY OF Dec. 1947  
Ollie J. Jarnacworth  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
AT 2:16 O'CLOCK P. M. NO. 24791

with interest thereon from date at the rate of five (5%)

per cent. per annum, to be computed and paid semi-annually 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; said note further providing for an attorney's fee of ten (10%) per cent. of the amount due thereon,

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 (all of which is secured under this mortgage); as in and by the said note, reference being thereunto made, will more fully appear.

NOW KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said Mortgagee, 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 and release unto the said Mortgagee and their

Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Greenville Township Greenville County, State aforesaid, being known and designated as Lots Nos. 23 and 24 as shown on Plat of Augusta Road Ranches, recorded in the Office of R.M.C. for Greenville County in Plat Book "L" at Pages 53 and 52, and being more particularly described, according to said plat, as follows:-

BEGINNING at an iron pin on the South side of D'Oyley Avenue, at the joint corner of Lots Nos. 24 and 25, and running thence along the dividing line of said lots, S. 0-13 E. 200 feet to an iron pin; thence along the rear line of Lots Nos. 23 and 24, N. 89-47 E. 120 feet to an iron pin on a 15-foot alley; thence along said alley N. 0-13 W. 200 feet to an iron pin on D'Oyley Avenue; thence with D'Oyley Avenue, S. 89-47 W. 120 feet to the beginning corner.

Said premises being the same conveyed to the mortgagor by J. Baker Hall by deed to be recorded herewith.

ALSO, All that piece, parcel or lot of land situate, lying and being on the North side of Gatling Avenue near the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot No. 237 on plat of Augusta Road Ranches made by Dalton and Neves, Engineers, revised in April 1942, recorded in the R.M.C. Office for Greenville County in Plat Book "M" at Page 47, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the North side of Gatling Avenue at joint front corner of Lots Nos. 236 and 237, and running thence with the line of Lot No. 236, N. 0-13 W. 140 feet to an iron pin; thence with the rear line of Lot No. 257 S. 89-47 W. 60 feet to an iron pin; thence with the line of Lot No. 238 S. 0-13 E. 140 feet to an iron pin on the North side of Gatling Avenue; thence with the North side of Gatling Avenue N. 89-47 E. 60 feet to the beginning corner.

Said premises being the same conveyed to the mortgagor by deed of Juanita E. Rodgers to be recorded herewith.