

State of South Carolina,

COUNTY OF Greenville

WHEREAS, I FRANK S. CELY SEND GREETING: the said Frank S. Cely

in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to M. R. Smith

hereinafter called the mortgagee(s) in the full and just sum of Two Hundred Seventy Five and No/100 (\$ 275.00) DOLLARS, to be paid at Greenville in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of November 1954, and on the 1st day of each month of each year thereafter the sum of \$ 25.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest is paid in full, and the balance of said principal and interest to be due and payable on the day of 1954, the aforesaid monthly payments of \$ 25.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 275.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

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 condition, 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 including ten (10%) 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 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 mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 M. R. Smith, his heirs and assigns, forever:

All that piece, parcel or lot of land in Greenville County, State of South Carolina on the western side of Washington Avenue, and described as lots B and C on revised plat of M. R. Smith, as surveyor, recorded in Plat Book "I" at Page 27, and also as lots B and C of tract No. 3 of the original plat of M. R. Smith, recorded in Plat Book "J" at Page 37, and being described as follows:

BEGINNING at an iron pin on the western side of Washington Avenue, which pin is 210 feet from the intersection of said Avenue and road, and running thence S. 35-28 W. 120 feet to an iron pin; thence S. 35-48 W. 111.8 feet to an iron pin; thence N. 27-58 W. 120.5 feet to an iron pin on the east side of Washington Avenue; thence N. 27-58 W. 120.5 feet to the point of beginning.

Being the same property conveyed to M. R. Smith and M. S. Smith by deed of even date to be recorded in the public records of this county.

paid in full July 1, 1955
M. R. Smith
Witness: G. Cline Pennington, Jr.
Thomas Pennington, Jr.

29 July 1955
10 A 19308