

VCL 479 PAGE 140

The State of South Carolina,

OCT 6 12 29 PM 1950

County of GREENVILLE

OLLIE FARNSWORTH,
R.M.C.

To All Whom These Presents May Concern:

ROBERT EDWARD SMITH and JEAN OTTO SMITH SEND GREETING:

Whereas, we, the said Robert Edward Smith and Jean Otto Smith hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to Aubrey C. Shives hereinafter called the mortgagee(s), in the full and just sum of ~~Forty-Three~~ Hundred and No/100-----DOLLARS (\$ 4500.00), to be paid six (6) months after date;

with interest thereon from maturity at the rate of Five (5%) percentum per annum, to be computed and paid annually 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 we, 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 us, the said mortgagor(s), in hand well and truly paid by the said mortgagee(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 Aubrey C. Shives, his heirs and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Southwest side of Celand Drive, in that area recently annexed to the City of Greenville, in Greenville County, South Carolina, being shown as Lot 7 on plat of property of L. S. Hand, made by J. Coke Smith, Surveyor, August 1939, recorded in the R. M. C. Office for Greenville County in Plat Book "J", at pages 146 and 147, said lot fronting 80 feet along the Southwest side of Celand Drive, and running back to a depth of 200 feet on the Southeast side, to a depth of 200 feet on the Northwest side, and being 80 feet across the rear.

This mortgage is junior in rank to the lien of that mortgage given by us to the Shenandoah Life Insurance Company in the original amount of \$3800.00, which mortgage is recorded in the R. M. C. Office for Greenville County in Mortgage Book 344, at page 207.

This is the same property conveyed to us by deed of W. J. Taylor, dated April 8, 1946, which is recorded in the said R. M. C. Office in Deed Book 234, at page 407.

Paid and Satisfied this 30th day of January, 1951-

Witnesses: Aubrey C. Shives

Margaret M. Cream

Patrick C. Fant

*30 Jan. 51
1236
P
2396*