

BOOK 573
The State of South Carolina,
County of Greenville

SEP 9 12 04 PM '52

To All Whom These Presents May Concern: I, Homer N. Smith

SEND GREETING:

Whereas, I, the said Homer N. Smith

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 Peoples National Bank of Greenville, S. C., as trustee under agreement with William Maxwell Poe hereinafter called the mortgagee(s), in the full and just sum of Two Thousand

- - - DOLLARS (\$ 2,000.00), to be paid \$75.00 quarterly on each interest paying date, with the right of the mortgagor to anticipate any part or all of said indebtedness at any interest paying date

, with interest thereon from date

at the rate of six (6%) percentum per annum, to be computed and paid in addition to principal

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 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 me, 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 Peoples National Bank of Greenville, S. C., as trustee under agreement with William Maxwell Poe,

All that certain piece, parcel or lot of land in Greenville Township, Greenville County, state of South Carolina, being known and designated as lot No. 29 according to plat of Cherokee Park recorded in the R.M.C. Office for Greenville County in plat book "A" at page 130 and being more particularly described as follows:

Beginning at an iron pin on the east side of Keowee Avenue, joint corner of lots 29 and 30; thence with joint line of said lots S. 59-15 E. 172 feet to a stake on a 15 ft. alley; thence with said alley S. 30-45 W. 60 feet to a stake; thence with the line of lot No. 28 N. 59-15 W. 172 feet to a stake, on said Avenue; thence with said Avenue N. 30-45 E. 60 feet to the beginning corner.

PAID AND RECEIVED OF THE PEOPLES NATIONAL BANK
THE 17 DAY OF SEPTEMBER 1952
THE PEOPLES NATIONAL BANK
GREENVILLE, SOUTH CAROLINA
Cashier
E. P. Riley
Attorney at Law
Greenville, S. C.