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THE STATE OF SOUTH CAROLINA MERCHARITAGE COUNTY OF GREENVILLE

To All Whom These Presents May Concern: We, Claude P. Vaughn and Dorothy J. Vaughn,

SEND GREETING:

Whereas.

, the said Claude P, Vaughn and Dorothy J. Vaughn,

certain

promissorv

note in writing, of even date with these

Presents.

in and by

are

OUT

well and truly indebted to

W. A. Smith,

in the full and just sum of SIXTEEN HUNDRED and no/100 (\$1600.00) DOLLARS,

DOLLARS on August 19, 1954, and a like sum on the 19th day of each and every succeeding Calendar month thereafter, until paid in full; with the right, however, to anticipate by the payment of all or any part thereof at any time before maturity, after One (1) year,

. with interest thereon from

at the rate of Six per centum per annum, to be computed and paid quarterly.

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. 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 promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' 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 Claude P. Vaughn and Dorothy J.

Vaughn,

. in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said W. A. Smith,

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said Claude P. Vaughn and

Dorothy J. Vaughn . in hand well and truly paid by the said W. A. Smith.

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 W. A. Smith, his heirs and assigns,

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, at the orner of West View Avenue and Sunset Drive, near the City of Greenville, known and designated as Lot Number Ten (No. 10) of Block "H", Section 4 on plat of "East Highlands Estates", made by Dalton & Neves, Engineers, January 1941, recorded in the R.M.C. office in Plat Book "K", pages 78, 79 and 80, and described as follows:

BEGINNING at an iron pin on the northwest side of West View Avenue, at joint front corner of Lots 10 and 11 of Block "H", and running thence with line of Lot 11, N. 53-00 W. 211.7 feet to iron pin on the southeast side of a ten-foot strip of land reserved for utilities; thence with the southeast side of said strip of land reserved for utilities, N. 34-13 E. 59 feet to iron pin on the southwest side of Sunset Drive; thence with Sunset Drive, S. 55-25 E. 189.9 feet to iron pin; thence continuing with Sunset Drive along a curved line to an iron pin on the northwest side of West View Avenue (the chord of which is S.9-12 E. 34.5 feet); thence with the northwest side of West View Avenue, S. 37-00 W. 43 feet to beginning.

Subject, however, to the restrictions set forth in instrument dated February 15, 1941, recorded in BOOk 231, page 1.

This is a second mortgage over the above described property, being second and junior to a first mortgage over same executed by us to