

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S. C.
OCT 11 2 41 PM 1955

To All Whom These Presents May Concern:

We, Rufus B. Atkins and Louise G. Atkins, SEND GREETING:
Whereas, we, the said Rufus B. Atkins and Louise G. Atkins,
in and by our certain promissory note in writing, of even date with these
Presents, are well and truly indebted to W. A. Smith,

in the full and just sum of TWENTY TWO HUNDRED and no/100 (\$2200.00) DOLLARS to be paid as follows: \$75.00 on Jan. 11, 1957; \$75.00 on Apr. 11, 1957; \$75.00 on July 11, ~~to be paid~~ 1957; \$75.00 on Oct. 11, 1957; and a like sum on the 11th day of each and every succeeding January, April, July and October thereafter, each of said payments to be applied first to interest and then to the principal balance owing from quarter to quarter, until paid in full, with the right to anticipate by the payment of all of any part thereof, on any of said payment dates at any time before maturity, until paid in full,

, with interest thereon from date
at the rate of Six per centum per annum, to be computed and paid quarterly, as above,
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 Rufus B. Atkins and Louise G. Atkins,
, 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 Rufus B. Atkins and
Louise G. Atkins,, 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 Butler Township, Greenville County, State of South Carolina, on branch of Rocky Creek, branch waters of the Enoree River, beginning at a stake on a settlement road, 3xom, and running thence N. 30 W. 15.75 chains to a spring on said branch; thence up the said branch to a stone, 3xom, on the Ridge Road; thence with said Road to a stone, formerly D.F.Smith's corner, 3xnm; thence N. 51 E. 30.55 chains to the beginning, being a portion of Lot No. 5 of the Estate of M.B.Mahaffey, deceased, from S.J.Douthit, Master, to D.F.Smith, January 5, 1885, and containing Forty Five (45) acres, more or less, and now, or formerly, bounded as follows: on the North by lands of Mrs. Frank Henderson, of the old M.B.Mahaffey Estate lands; East by lands of Will Griffin; South by lands of the D.F.Smith Estate; and West by the Pelham-Anderson Bridge Road to Batesville; and being the same conveyed to Mortgagors herein by J. Wayman Smith by his deed dated January 14, 1953, recorded in Vol. 470 at page 171 in the R. M. C. office.

LESS, HOWEVER, Nine (9) acres conveyed by us to Thomas Clarence Griffith by deed recorded in said R. M. C. office.

There is located on said property a 3-room frame residence.

For Release Lot 20 + Part Lots 19 + 18 - See Deed Book 566 Page 268 deed to Thomas R. Griffith
For Release 8.96 Acres - See Deed Book 587 Page 72 deed to Harley Griffith, et al.