MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 58904

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Emory N. Smith

SEND GREETING:

WHEREAS, I, the said Emory N. Smith in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Martha Frazier Pressley in the full and just sum of Eleven Hundred ($1,100.00) Dollars, to be paid Five Hundred Fifty ($550.00) Dollars six months from date and Five Hundred Fifty ($550.00) Dollars twelve months from date with interest thereon, from this date at the rate of eight per cent. per annum to be computed and paid semi-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, said note further providing for an attorney's fee of ten per cent besides all costs and expenses of collection, to be added to the amount due on said note, to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, as will more fully appear.

Paid in full this 4th day of Dec 1937
Martha Frazier Pressley
Witness Elizabeth Barrett Martin
Bertha Martin
Ollie Farnsworth

NOW, KNOW ALL MEN, That the said Emory N. Smith in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Martha Frazier Pressley according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Emory N. Smith in hand well and truly paid by the said Martha Frazier Pressley 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 Martha Frazier Pressley, her heirs and assigns forever, all that tract of land situated in the county of Greenville, State of South Carolina, and described as follows: being in Ward One of the City of Greenville, and known and designated as a part of Lot No. 27 of Section "C", according to a plat of Stone Land Company, recorded in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina in Plat Book "A", at pages 337-345, and having the following metes and bounds, to-wit:

Beginning at a pin on the northeast corner of Robinson Street and a sixteen-foot alley and running thence with said alley S. 85-39 E. 108 feet, 9 inches to a stake at the southwest corner of Lot No. 29; thence with line of said Lot No. 29 N. 1-41 E. 55 to a stake; thence in a westerly direction, in a line parallel with the first mentioned line 108 feet 9 inches to a pin on Robinson Street; thence with Robinson Street S. 1-41 W. 55 feet to the point of Beginning.

It being understood that this instrument is second and junior to a mortgage for the sum of Forty-one Hundred Fifty ($4150.00) Dollars given by me to the Carolina Loan and Trust Company.

SATISFIED AND CANCELLED OF RECORD THIS 14th DAY OF Dec 1937
R. M. C. FOR GREENVILLE COUNTY, S. C.
14:03 P. M.

For Waiver to this mortgage see R. E. M. Book 263 Page 144