

STATE OF SOUTH CAROLINA, }  
County of Greenville

I, Floyd H. Smith

SEND GREETING:

WHEREAS, I the said Floyd H. Smith

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Judson Mills ~~SOUTHERN LIFE INSURANCE COMPANY~~ a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Eight Hundred Fifty and No/100 (\$ 850.00) DOLLARS, to be paid The Peoples National Bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:  
Beginning on the 1st day of June, 1939, and on the 1st day of each month of each year thereafter the sum of \$ 8.50, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of November, 1950 and the balance of said principal and interest to be due and payable on the 1st day of December, 1950; the aforesaid monthly payments of \$ 8.50 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 850.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its interests to place, and the holder should place, the said note of 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 I the said Floyd H. Smith in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Judson Mills ~~SOUTHERN LIFE INSURANCE COMPANY~~ according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Judson Mills ~~SOUTHERN LIFE INSURANCE COMPANY~~ in hand well and truly paid by the said Judson Mills ~~SOUTHERN LIFE INSURANCE COMPANY~~, 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 Judson Mills ~~SOUTHERN LIFE INSURANCE COMPANY~~.

All that certain piece, parcel or lot of land on the west side of 8th Avenue in Judson Mills No. 2 Village, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 12 of Block F as shown on a plat of Judson Mills No. 2 Village made by Dalton & Neves, Engineers, in March, 1939, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book K at pages 1 and 2, and having, according to said plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pipe on the west side of 8th Avenue, joint corner of Lots No. 12 and 13; which iron pipe is 205.1 feet south of the southwest corner of the intersection of 8th Avenue and an unnamed street, and running thence with the line of Lot No. 13, S. 81-09 W. 133.4 feet to an iron pipe in the rear line of Lot No. 3; thence with the rear line of Lots No. 3 and 4, S. 8-43 E. 50 feet to an iron pipe, joint rear corner of Lots No. 11 and 12; thence with the line of Lot No. 11, N. 81-09 E. 133.5 feet to an iron pipe on the west side of 8th Avenue; thence with 8th Avenue N. 8-51 W. 50 feet to the beginning corner.

This is the same property conveyed to the mortgagor herein by deed of Judson Mills of even date herewith and this mortgage is given to secure the unpaid portion of the purchase price of the above described land.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

ASSIGNMENT

FOR VALUE RECEIVED Judson Mills hereby assigns, transfers, and sets over unto Peoples National Bank, Greenville, S. C., the within mortgage and the note which it secures.  
Dated this 14 day of June, 1939

WITNESS: Betty Wells  
Marion Peeler

JUDSON MILLS  
By A. B. Sibley  
Treasurer

Assignment Recorded June 15th, 1939, at 2:21 P.M. #7767 BY:N.S.