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THE STATE OF SOUTH CAROLINA
COUNTY OF Greenville

To All Whom These Presents May Concern: I, Rufus W. Talley,

SEND GREETING:

Whereas, I, the said Rufus W. Talley

in and by my certain promissory

note in writing, of even date with these

Presents, am

well and truly indebted to Winston D. Smith

in the full and just sum of Five Thousand (\$5000.00) Dollars

to be paid as follows: \$50.00 one month from the date hereof and \$50.00 each month thereafter until paid in full, with the privilege of paying all or any additional payments at any time

, with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid monthly

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 I , the said Rufus W. Talley

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

Winston D. Smith

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

consideration of the further sum of Three Dollars, to me , the said Rufus W. Talley

, in hand well and truly paid by the said Winston D. 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 Winston D. Smith and his heirs and assigns:

All that certain parcel or lot of land situated on the East side of the Buncombe Road, North from U. S. Highway No. 29, near the City of Greer, in Chick Springs Township, Greenville County, State of South Carolina, designated as Lot No. 37 and the northern one-half part of Lot No. 38 of the C. L. King property, according to survey and plat by S. C. Moon, Surveyor, dated April, 1941, recorded in Plat Book L, page 187, R. M. C. Office for Greenville County, said lot having a width of 75 feet and a depth of 200 feet.

This is the same property conveyed to Rufus W. Talley by deed of Winston D. Smith, to be recorded herewith. This mortgage is given to secure the balance of the purchase price.