BODK 509 FAGE 166

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE-Form Propered by Haynsworth & Haynsworth, Attorneys at Law, Greenville, S. C.

SEP 12 11 43 AM 1551

The State of South Carolina,

OLLIE FARISWERTH

County of .GREENVILLE.

## To All Whom These Presents May Concern:

I, D. CARL SMITH (Also known as David C. Smith)

SEND GREETING:

Whereas,

т

D. Carl Smith

in and by my

I , the said

note in writing, of even date with these

presents.

certain promissory

C. Douglas Wilson & Co.

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well and truly indebted to

in the full and just sum of Forty-four Hundred Seventy-seven and 99/100 (\$4,477.99)

Dollars

, to be paid

six months from the date of this mortgage

, with interest thereon from date

at the rate of five

per centum per annum, to be computed and paid

at maturity

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, 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; 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 or its 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 attorney's 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

D. Carl Smith

, in consideration of the said debt and

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

C. Douglas Wilson & Co.

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

consideration of the further sum of Three Dollars, to me, the said

D. Carl Smith

, in hand well and truly paid by the said C. Douglas Wilson & Co.

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 C. Douglas Wilson & Co.

All that certain piece, parcel or lot of land situate, lying and being on the West side of Fore Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina, known as Lot No. 11, Block "F", Section 3 on plat of East Highlands Estates, made by Dalton & Neves, Engineers, May 1940, recorded in the R. M. C. Office for Greenville County in Plat Book K at page 36 and having according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the West side of Fore Avenue at joint front corner of Lots Nos. 10 and 11 of Block "F", and running thence with the line of Lot No. 10 S. 83-34 W. 154.2 feet to an iron pin on the East side of a five foot strip of land reserved for utilities; thence with the East side of the five foot strip of land reserved for utilities N. 20-08 W. 75.7 feet to an iron pin; thence with the line of Lot No. 12 N. 83-34 E. 170.4 feet to an iron pin on the West side of Fore Avenue; thence with the West side of Fore Avenue S. 9-04 E. 75 feet to the beginning corner.

(over)

Paid and carrigied, in just, October C. Bessie S. Rabinson C. By

C. Douglas Wilson + Co. By William P. Chland assistant Secretary

1 Nov. 51

f- 5% P. 25% 9: