

THE STATE OF SOUTH CAROLINA,

COUNTY of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We Florence E. Howell, Leila Baker and Walter A. Smith of said County and state

SEND GREETINGS:

WHEREAS, We, the mortgagor, hereinabove named

in and by our certain Promissory note in writing, of even date with these presents are well and truly indebted to L.O. Patterson, Trustee for R.H. + W.P. White the mortgagee hereinafter named

Five Hundred and fifty Dollars (\$550.00) in the full and just sum of DOLLARS, to be paid On the tenth day of December, A. D. 1922 with the privilege of paying the same on December 10th, 1921 on giving not less than thirty days written notice of such payment.

with interest thereon from this date at the rate of eight per cent. per annum, to be computed and paid annually 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 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

Five Percent of indebtedness thereon 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 or if any part of the money due on said note be not paid when due (all of which is secured under this mortgage), as in and by the said note, reference being thereunto had, will more fully appear

NOW, KNOW ALL MEN, That We, the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the mortgagee hereinabove named according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us the said mortgagor in hand well and truly paid to the said mortgagee

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

L.O. Patterson, Trustee for R.H. and W.P. White and his successors, heirs and assigns, all my right, title, estate, interest, claim and demand whatsoever, both at law and in equity (the same being an undivided four-fifths interest) in and to all that certain lot, piece or parcel of land situate, lying and being in the State of South Carolina, and County of Greenville in the First Ward of the City of Greenville, having the following metes and bounds, to-wit: Beginning at an iron pin on the east side of David Street, on the corner of an alley, and running thence N. 89° E. one hundred and twenty-eight and a half (128 1/2) feet to iron pin; thence N. 14 1/4° W. one hundred and fifty-five (155) feet to iron pin; thence S. 73° W. one hundred and forty-nine (149) feet to an iron pin on said David Street; thence with said David Street S. 24° E. one hundred and twenty (120) feet to the beginning corner, bounded on the North by a lot bought from C.M. Baker by Alexander Batson, on the South by said alley and on the east by a lot formerly belonging to Lewis; and being the same conveyed to Stephen A. Smith by the late John H. Maxwell by deed bearing date September 20, 1907, and recorded in the office of the Register of Mesne Conveyances for said County and State on September 24, 1907 in Deed Book "VVV", at page 546.

The said Stephen A. Smith died about the year 1908, leaving of full force and effect his last will and testament which was duly witnessed and which was supposed to have been admitted to Probate in the Court of Probate for said County and State, but which now appears to have been mislaid and cannot be found; by which will he devised and bequeathed all of his real and personal estate to his wife Mrs. Sarah Cornelia Smith for and during the full term of her natural life, and after her death to be equally divided among all his children; the share of any child who might have predeceased his said wife to go to the issue of such child; the said will also bequeathing to Walter A. Smith (the only son of said testator) his stock of groceries on condition that the said Walter A. Smith should support the said Sarah-Cornelia Smith during her life time; the said Walter A. Smith sold said grocery business and paid from the proceeds of such sale a mortgage resting upon the real estate hereinafter described; and supported his said mother during her lifetime. The said Stephen A. Smith left no money and very little personal property. The said Sarah Cornelia Smith died on or about the third day of May, 1921, intestate, and without having remarried. No administration has been taken out on Mrs. Smith's estate, but all claims against said estate have been paid by the said Walter A. Smith, with the exception of about five hundred and fifteen Dollars, which will be paid as soon as possible by the undersigned and by Mrs. Rodgers. The maker hereof, Mrs. Mattie L. Rodgers and Mrs. Nannie Raines are the sole heirs at law and distributees of the said Stephen A. Smith and Sarah Cornelia Smith, deceased. Each of the undersigned became seized and possessed of an undivided one-fifth interest in said property as such heirs at law and distributees. Mrs. Nannie Raines conveyed her undivided one-fifth interest in said property to Mrs. Leila Baker and Walter A. Smith by deed bearing date June 3, 1921 and recorded in said office on June 9th, 1921, in Deed Book 73, at page 21. There is no lien or encumbrance on said property or any part thereof by mortgage, judgment or otherwise.

Satisfaction Acknowledged By James R. Batson 1924

L.O. Patterson