

PROVENCE, JANKARD & MARTIN—GREENVILLE 23458

THE STATE OF SOUTH CAROLINA,
Greenville County.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Byrdie Kelley Smith

SEND GREETINGS:

WHEREAS, *I*, the said *Byrdie Kelley Smith*

in and by *my* certain promissory note in writing, of even date with these presents *am* well and truly indebted to AMERICAN BUILDING AND LOAN ASSOCIATION, a corporation, incorporated under the laws of the State of South Carolina, in the full and just sum of *Thirty one hundred & no/100* Dollars, to be paid on or before the date when the *42"* Series of the Instalment Stock of the said AMERICAN BUILDING AND LOAN ASSOCIATION shall reach maturity, with interest thereon from date at the rate of eight per cent. per annum, payable weekly on or before Saturday night of each and every week until paid in full, and if *I* fail to pay said interest or comply in all respects with the By-Laws of said Association, for the space of thirty days, then said debt shall become immediately due and payable, together with all interest, fines and expenses, and all amounts advanced by the said Association on the within described property, by way of taxes or insurance, the same to be added to the amount due on said note and to be collectible as part thereof, together with an attorney's fee of ten per cent. if the same be placed in the hand of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or legal proceedings of any kind (all of which is secured under this mortgage), as provided in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That *I* the said *Byrdie Kelley Smith*

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said AMERICAN BUILDING AND LOAN ASSOCIATION, according to the terms of the said note, and also in consideration of the further sum of *Three* Dollars, to *Byrdie Kelley Smith*, the said *Byrdie Kelley Smith* in hand well and truly paid by the said AMERICAN BUILDING AND LOAN ASSOCIATION at and before the signing of these Presents, the receipt thereof is hereby acknowledged have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said AMERICAN BUILDING AND LOAN ASSOCIATION all that ~~piece, parcel or lot of land lying in Greenville County, South Carolina,~~

All of my right, title and interest in and to the following described real estate to-wit:
All that piece, parcel, or lot of land in Greenville Township, Greenville County, State of South Carolina, and being on the south side of Arlington Avenue (otherwise known as Burlington Street, in Ward Five of the City of Greenville, and being designated as Lot No. 5 in Block B, as shown on Plat of Pendleton Street Realty Association recorded in the R. M. C. office for Greenville County, in Plat Book A, page 122 and 123, and having the following metes and bounds, to-wit:
Beginning at an iron pin on the South side of Arlington Avenue 200 feet from the South west corner of Sumner Street, and Arlington Avenue; thence along Arlington Avenue N. 72-85 W. 57 feet to an iron pin, corner of Lot No. 6; thence with line of Lot No. 6, S. 15-15 W. 197 feet, 8 inches to an iron pin; thence S. 72-85 E. 50 feet to an iron pin, corner of Lot No. 4; thence with line of Lot No. 4, N. 15-15 E. 196 feet, 1 inch to the beginning corner on Arlington Avenue. Being the same property conveyed to G. A. Kelley, Mary Kelley and Byrdie Kelley by J. B. Rasor by deed dated January 20, 1928, and recorded in the R. M. C. office for Greenville County, in Vol. 125, page 213.
The said G. A. Kelley died August 11, 1928, leaving surviving him as his sole heirs at law and distributees his widow, Emmie B. Kelley and the following named children; Lola K. Albright, Flora K. Hayes, Mary Kelley, Byrdie Kelley, Verona Kelley and Seba Kelley.