

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

37272 PROVINCE—JARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, D. Townsend Smith, Jr.,

SEND GREETINGS:

Whereas, I the said D. Townsend Smith, Jr.
in and by my certain promissory note in writing, of even date with these presents,
well and truly indebted to J. M. Wells, Attorney
in the full and just sum of Two-Hundred-Fifty and no/100
(\$) Dollars, to be paid one year from date

with interest thereon from date at the rate of seven per centum 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 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 D. Townsend Smith, Jr.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. M. Wells, Atty.

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the said D. Townsend Smith, Jr.

in hand well and truly paid by the said J. M. Wells, Atty.

at and before 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

J. M. Wells, Atty.

"All those certain lots in the Subdivision of the estate of D. T. Smith, being shown and designated as Lots Nos. 121 and 126 as shown on plat of said property recorded in Plat Book "H", page 279 said lots having a frontage of 100 feet and 62.5 feet respectively on the North side of Tallulah Drive."

With W. E. S. E. & Mollie J. ...

For value Received, I hereby assign, transfer and set over the within mortgage and the note it secures unto Virginia Simpkins, Committee for John E. Simpkins, her successors, heirs and assigns, without recourse.

*Feb. 1- 1938.
In the presence of:
Frances W. Hughes
Rebecca Campbell*

J. M. Wells, Attorney

1334.

Assignment Recorded February 1st, 1938, at 12:55 P.M.