

MORTGAGE OF REAL ESTATE

38579 PROVENCE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN, *in full*

WHEREAS, We Harold C. Smith, Eugene B. Smith, Alfred T. Smith, and Claude D. Smith, are well and truly indebted to The First National Bank of Greenville, S. C., as Trustee, in the full and just sum of Fifty-two Thousand Five Hundred Dollars (\$52,500.00), in and by our certain promissory note in writing which reads as follows:

"\$52,500.00

Greenville, South Carolina

May 25, 1940

"FOR VALUE RECEIVED, We, Harold C. Smith, Eugene B. Smith, Alfred T. Smith, and Claude D. Smith, promise to pay the The First National Bank of Greenville, S. C., Trustee, or order, the sum of Fifty-two Thousand Five Hundred Dollars (\$52,500.00), with interest from date at the rate of four per cent (4%) per annum, payable as follows: In nineteen equal semi-annual instalments of principal of Eight Hundred Seventy-five Dollars (\$875.00) on the 25th day of November, 1940, and on the 25th day of each and every May and November thereafter to and including November 25, 1949, and a final instalment of Thirty-five Thousand Eight Hundred Seventy-five Dollars (\$35,875.00) on the 25th day of May, 1950. Interest shall be paid at the rate of four per cent (4%) per annum to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at the same rate as principal.

The makers reserve the right on any interest paying date to pay in multiples of One Hundred Dollars (\$100.00) any amount of the principal up to and not exceeding in any one year of the loan ten per cent (10%) of the original amount of said loan.

The makers further reserve the right on any interest paying date to pay in multiples on one Hundred Dollars (\$100.00) any additional amount of principal over and above ten per cent (10%) of the original amount of the loan, upon the payment of a bonus to two per cent (2%) of the said additional payment over and above ten per cent (10%) of the original amount of the loan.

"AND The makers hereby agree that if at any time any portion of said principal or interest shall be past due and unpaid, the whole amount evidenced by this note shall, at the option of the holder thereof, become immediately due and said holder shall have the right to institute any proceedings upon this note and any collaterals given to secure the same for the purpose of collecting said principal and interest, with costs and expenses, and of protecting any security connected herewith.

"AND The makers further agree hereby that if any part of the money due hereon be not paid when due, or if this note be placed in the hands of an attorney for collection, or if this debt or any part thereof be collected by an attorney or by legal proceedings of any kind, an attorney's fee of ten per cent (10%) besides all costs and expenses incident upon such collection, shall be added to the amount due upon this note and be collectible as a part thereof."

NOW, KNOWN ALL MEN, That we, the said Harold C. Smith, Eugene B. Smith, Alfred T. Smith, and Claude D. Smith, in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof, according to the terms of said note, and also in consideration of the further sum of Three Dollars (\$3.00) to us in hand well and truly paid at and before the sealing and delivery 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 The First National Bank of Greenville, S. C., as Trustee, all that certain piece, parcel, or lot of land, with the buildings and improvements now located or to be constructed, thereon, in Greenville Township, Greenville County, State of South Carolina, in Ward 1 of the City of Greenville, on the west side of North Main Street, having the following metes and bounds, to-wit:

"BEGINNING at a point on Main Street 135 feet from corner of Main and North Streets; thence N. 18 E. 60 feet to a stake; thence N. 72 W. 130 feet to a ten foot alley; thence S. 18 W. 60 feet to a stake; thence S. 72 E. 130 feet to the beginning corner, being the same lot conveyed to J. D. M. Dillard by W. W. Burgiss by deed dated September 30, 1896, and to him by D. P. Verner, Master, designated as Lot No. 5 on plat of the Julius C. Smith lands made and on file with the record in case of Julius C. Smith against Main Street Real Estate Company.

"The above described land is the same conveyed to us by Hattie D. Smith by deed dated January 2, 1925, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Deed Book 96, Page 316.

"ALSO All the right, title, and interest of the mortgagors in and to the party walls on the north and south of the property hereinabove described, one-half of which party walls have been constructed on the property of the mortgagors and the rights of the mortgagors to said party walls shown by the following agreements:

"(1) Agreement by and between Lucy H. Bruce and J. Hagood Bruce and Harold C. Smith, Eugene B. Smith, Alfred T. Smith, and Claude D. Smith, dated January 20, 1940, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Deed Book 218, Page 39.

"(2) Agreement by and between E. A. Gilfillin, et al., and Harold C. Smith, Eugene B. Smith, Alfred T. Smith, and Claude D. Smith, dated January 18, 1940, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Deed Book 218, Page 40."