VOL 422 MB 41

THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

We, H. D. Smith and Emma W. Smith

SEND GREETING:

Whereas, we the said H. D. Smith and Emma W. Smith

in and by our certain promissory

note in writing, of even date with these

Presents, are well and truly indebted to J. H. Kellett

in the full and just sum of Twelve hundred and forty-three and 83/100 Dollars

(\$1243.83) to be paid Fifteen dollars on May 13,1949 and \$15.00

on the 13th.of each and every month thereafter until the full

amount of principal and interest has been paid, with the right to

anticipate either wholly or in part at any time before maturity.

From each monthly payment interest shall be first paid and balance
on principal , with interest thereon from date

at the rate of 6 per centum per annum, to be computed and paid monthly

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 we, the said H.D.Smith and Emma W. Smith, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said J. H. Kellett according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said H.D. Smith and Emma W. Smith , in hand well and truly paid by the said J. H. Kellett 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 J.H.Kellett his Heirs and Assigns forever, all that certain piece, parcel or lot of land in Dunklin Township, Greenville County, State of South Carolina, containing fifty-nine (59) acres, more be less, and being known as lot No. 3 of the lands of Elias Chapman (deceased), according to a plat made by J. P. Willis dated December 22, 1896, and having according to a survey made by J. W. Riddle on April 10,1934, which is filed in the Clerk of Court's Office for Greenville County in Judgment Roll A-1881, the following metes and bounds, courses and distances to wit:

BEGINNING at an iron pin. joint corner of property of J. E. King and property formerly belonging to A.M. Holliday, and running thence along the joint line of property formerly of Reeves and A.M. Holliday property

Datisfied and Frid in fine this 2 day of Jab. 1951 ithoop: J. Ab. Rabatt

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