

FILED 427 PAGE 411
SEP 13 11 49 AM 1949
JILLIE FARRISWORTH
R.M.C.

THE STATE OF SOUTH CAROLINA }
COUNTY OF Greenville

To All Whom These Presents May Concern: We, W. Wardlaw Smith and Elizabeth McGowan Smith

SEND GREETING:

Whereas, we, the said W. Wardlaw Smith and Elizabeth McGowan Smith, in and by our certain promissory note in writing, of even date with these Presents, are well and truly indebted to Laurens I. James and Fred G. James, Jr., as Executors of Fred G. James, Sr., in the full and just sum of Six Thousand (\$6,000.00) Dollars

, to be paid as follows: \$50.00 on October 10, 1949, with like payments of \$50.00 on the same day of each consecutive month thereafter until September 10, 1952, at which all of unpaid balance of principal and interest shall become due and owing,

, with interest thereon from date at the rate of 5 per centum per annum, to be computed and paid quarterly

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 W. Wardlaw Smith and Elizabeth McGowan Smith, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Laurens I. James and Fred G. James, Jr., as Executors according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said mortgagors, in hand well and truly paid by the said mortgagees

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 Laurens I. James and Fred G. James, Jr., as Executors of the Estate of Fred G. James, Sr., their successors and assigns forever:

All of that parcel or lot of land with improvements thereon in Chick Springs Township of Greenville County, South Carolina, lying on the South side of the New U.S. Super Highway No. 29 and on the West side of Morrow Street, lying in the southwest intersection of said highway and street, being all of lot No. 10 on a plat of the Wm. S. Moore property made by H.S. Brockman, Surveyor, dated April 24, 1944, and having the following courses and distances: BEGINNING on a stake at the intersection of said highway (the right-of-way thereof) and Morrow Street, and runs thence with the right-of-way of said highway N. 87.35 W. 187.8 feet to a stake, corner of tract No. 1 on said plat; thence with line of tract No. 1 S. 34.56 W. 79.5 feet to a stake, corner of lot No. 9; thence with line of lot No. 9 S. 66 E. 170.1 feet to a stake on the west edge of Morrow Street; thence with the west edge of Morrow Street N. 34.45 E. 100 feet to a stake; thence N. 27.45 E. 42 feet to the beginning corner, and being all of that lot of land conveyed to us, the mortgagors, by Wm. S. Moore by deed dated February 22, 1946, recorded in the R.M.C. Office for Greenville County in Deed Book 288, at page 337.