

JUN 29 28 AM 1952

State of South Carolina, GREENVILLE COUNTY, S. C.

COUNTY OF GREENVILLE

ELEANOR B. DEMPSEY

SENDS GREETING:

WHEREAS, I, the said Eleanor B. Dempsey

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to E. L. Smithwick in the full and just sum of Fifteen Hundred and no/100 (\$1500.00) DOLLARS, to be paid at Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of July, 1952, and on the 1st day of each month of each year thereafter the sum of \$25.00, to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest is paid in full. The balance of said principal and interest to be due and payable on the 1st day of each month. The aforesaid monthly payments of \$25.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$1500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 its 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 Eleanor B. Dempsey

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said E. L. Smithwick according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Eleanor B. Dempsey

in hand and truly paid by the said E. L. Smithwick

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 E. L. Smithwick, his heirs and assigns, forever.

All that piece, parcel or lot of land with the buildings and improvements thereon in Chick Spring s Township, Greenville County, State of South Carolina, near Paris Station, being shown as Lots Nos. 8, 9, 10, 11, 12, 13, 14, 15, 16, 127, 128, 129, 130, 131, 144 and 145 according to plat of re-survey of the property of the Cuttino Heirs made in July, 1938, which said plat is recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book J, at page 121, said lots having, as a whole, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of McCarter's Shop Road, corner of Lot 7, and running thence with said lot in a southerly direction 220 feet to an iron pin on the north side of an unnamed street; thence with the northern side of said street, S. 76-12 E. 279 feet to another street; thence with the western side of said street, N. 14-48 E. 200 feet to an iron pin, corner of Lot No. 216; thence with the line of said Lot No. 216 and Lot No. 7, N. 74-30 W. 308 feet to an iron pin on McCarter's Shop Road, the point of beginning.

The above described property is the same conveyed to the mortgagor herein by deed of the mortgagee of even date and to be recorded herewith.

This mortgage is junior in rank to the lien of a mortgage given by Eleanor B. Dempsey to R. G. McKee in the amount of \$4500.00 of even date herewith to be recorded.