

FILED
GREENVILLE CO. S. C. BOOK 712 PAGE 289

MAY 6 2 17 PM 1957

OLLIE FARNSWORTH
R.M.C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

WHEREAS We , - - - - -ARTHUR D. SMITH AND RUBY D. SMITH, - - - - -

- - - - - are well and truly indebted to

- - - - - CHARLES D. PAINTER - - - - -

in the full and just sum of --TWO THOUSAND AND NO/100-----

Dollars, in and by our certain promissory note in writing of even date herewith, due and payable at the rate of \$33.33 per month commencing on June 1st, 1957 and an equivalent amount on the 1st day of each succeeding month until paid in full but not later than June 1, 1962 with power in the maker to pay the balance at any time prior to maturity without penalty

~~with interest from~~ ~~at the rate of~~ ~~percentum per annum~~
~~until paid; interest to be computed and paid~~ ~~and if unpaid when due~~
~~herein interest at same rate as principal amount paid;~~ and we have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we , the said ARTHUR D. SMITH AND RUBY 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 the said note, and also in consideration of the further sum of Three Dollars, 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 CHARLES D. PAINTER, his heirs and assigns:

All that certain piece, parcel or lot of land situate, lying and being in Butler Township, County and State aforesaid, and lying on the east side of Schuffletown Road and having, according to a plat of said property made by J. C. Hill, March 7, 1953, the following courses and distances, to-wit:

BEGINNING at a nail cap in the Schuffletown Road, joint corner of M. M. Jones Property, and running thence N. 85 E. 241.3 feet to an iron pin; thence N. 24-30 W. 135.7 feet to an iron pin; thence S. 68 W. 188 feet to an iron pin; thence S. 74 W. 11.22 feet to a nail cap in Schuffletown Road; thence along Schuffletown Road, S. 1 E. 75 feet to the beginning corner, and being a portion of the property of Charles D. Painter, and also covering a small lot of land purchased from M. M. Jones by Charles D. Painter.

The lien of this mortgage is junior and subordinate to the lien of that certain mortgage heretofore given by Charles D. Painter in favor of Fidelity Federal Savings & Loan Association on March 21, 1955, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgages Volume 631, at Page 265.