800H 751 MGE 424

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THE STATE OF SOUTH CAROLINA OLLIE FAF WOWERTH R. M.C.

To All Whom These Presents May Concern:

We, Bernard Smith and Florence Smith,

SEND GREETING:

Whereas, we , the said Bernard Smith and Florence Smith

in and by our certain promissory

note in writing, of even date with these

Presents, are

well and truly indebted to

C. B. Jones

in the full and just sum of Forty Eight Hundred Sixty Five and 24/100 (\$4865.24)

Dollars , to be paid in monthly installments of Fifty Dollars per month, the first payment to be paid on July 1st 1958, and then on the first day of each month thereafter the sum of Fifty Dollars is to be paid until the full amount of the principal, plus the interest shall have been paid.

, with interest thereon from

date

at the rate of six 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 Bernard Smith and Florence

Smith

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said C. B. Jones

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said Bernard Smith and

Florence Smith , in hand well and truly paid by the said C. B. Jones

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 C. B. Jones

All that certain piece, parcel or lot of land, and the improvements thereon, situate, lying and being in the State and County aforesaid, Butler Township, in the Rocky Creek Church community, and being the same property conveyed to us this day by deed from Willam A. Hudson and Bobbie Jean Hudson, and having the following courses and distances to wit:

BEGINNING on a stake in the road that leads from the Roper Mountain Road to the Woodruff Road, the joint corner of the G. W. Merritt lot and on the Dave Feaster line, and runs thence with the Feaster line, S. 25-50 E. 285.5 feet to a stake, joint corner of the Dave Feaster lands and of the lands of Curtis Brookshire; thence with the Brookshire line, N. 76-00 E. 149.5 feet to a stake on the said line; thence N. 25-50 W. 310.5 feet to a point in the said road; thence with the G. W. Merritt line S. 66-20 W. 147 feet to the beginning corner, containing One (1) acre, more or less.

Paid in full nov. 18, 1963 C. B. Jones

O.B. Jones Vit: C. Thomas Caefield 19 70 14796 19 128