

BOOK 801 PAGE 368

FILED
GREENVILLE CO. S. C.

SEP 1 4 15 PM 1969

OLIVE J. JARRETT
R.M.C.

The State of South Carolina,

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

H. C. SMITH

SEND GREETING:

Whereas, I, the said H. C. Smith

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to GERTRUDE C. SMITH

hereinafter called the mortgagee(s), in the full and just sum of

Seven Thousand and no/100 ----- DOLLARS (\$ 7,000.00), to be paid September 1, 1969,

, with interest thereon from date at the rate of five and one-half (5½%) monthly interest at the same rate as principal. percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 ten (10%) per cent, of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 Gertrude C. Smith, her heirs and assigns, forever:

An undivided one-fourth interest in and to all that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in the City of Greenville, on the Northeast corner of Wilton and Earle Streets, and running thence with Earle Street, S. 88½ E., 65½ feet to an iron pin; thence N. 5½ E., 150 feet to an iron pin; thence N. 84½ W., 65½ feet to an iron pin on Wilton Street; thence with Wilton Street, 150 feet, more or less, to the beginning corner.

Also an undivided one-fourth interest in and to all that other tract of land adjoining the above described lot and more particularly described as follows:

BEGINNING at an iron pin on the North side of W. Earle Street, 65½ feet from Wilton Street, thence with Earle Street, S. 83-15 E., 65½ feet to an iron pin; thence N. 6-30 E., 150 feet to an iron pin; thence N. 83-15 W., 65½ feet to an iron pin; thence S. 6-30 W., 150 feet to the beginning corner.

This property was conveyed to me by deed of C.S. Fox of even date herewith and said property is subject to the lien of a mortgage given by me to C.S. Fox for \$23,000, to be recorded herewith.

Paid in full this 4th day of February 1967

Gertrude C. Smith

Witness -

John M. Flynn

Patrick C. Fant

RECORDED AND CANCELLED OF RECORD

6th DAY OF February 1967

Olive Jarrett
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:44 O'CLOCK A.M. NO. 18732