834 max 128

THE STATE OF SOUTH CAROLINA

AUG 26 | 27 AM 1960

POTENTIAL TRANSPERSON TO THE PARTY FOR THE PARTY AND

COUNTY OF GREENVILLE

OLLIE THE WORTH

To All Whom These Presents May Concern:

WE, PETER SMITH AND MARIE SMITH, SEND GREETING:

Whereas, WE., the said PETER SMITH AND MARIE SMITH

in and by OUR certain PROMISSORY

note in writing, of even date with these

Presents, ARE well and truly indebted to THE PEOPLES NATIONAL BANK AS TRUSTEE UNDER THE WILL OF JOHN W. NIX, in the full and just sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS,

to be paid as follows: Thirty and 43/100 (\$30.43) Dollars on the 26th day of September, 1960, and Thirty and 43/100 (\$30.43) Dollars on the 26th day of each and every month thereafter, until the entire amount has been paid

, with interest thereon from DATE

at the rate of 6 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 Peter Smith and Marie Smith

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said THE PEOPLES NATIONAL BANK AS TRUSTEE UNDER THE WILL OF JOHN W. NIX, according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to US, the said PETER SMITH AND

MARIE SMITH, in hand well and truly paid by the said THE PEOPLES NATIONAL BANK AS TRUSTEE UNDER THE WILL OF JOHN W. NIX 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 THE PEOPLES NATIONAL BANK AS TRUSTEE UNDER THE WILL OF JOHN W. NIX, ITS SUCCESSORS AND ASSIGNS, FOREVER,

"All that certain piece, parcel or lot of land known and designated as Lot No. 8 of Block "E", on a plat of the property of J. W. Cagle and W. L. Mauldin, and being more specifically described as follows:

BEGINNING AT A POINT ON CAGLE STREET, CORNER OF LOTS NOS. 6 AND 8 AND RUNNING THENCE ALONG A LINE OF LOT NO. 6 S. 87-15 W. 150 FEET TO A POINT ON AN ALLEY; THENCE ALONG SAID ALLEY N. 2-45 W. 70 FEET TO CORNER OF LOT NO. 10; THENCE ALONG LINE OF LOT NO. 10 N. 87-15 E. 150 FEET TO A POINT ON CAGLE STREET; THENCE ALONG CAGLE STREET; THENCE ALONG

ALSO ALL OF OUR RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN SEWER LINE USED JOINTLY WITH OWNERS OF LOT NO. 6.

This is the same property conveyed to the mortgagors herein by Grover C. Richardson by deed recorded in the RMC Office for Greenville County, S. C., in Deed Book 355, at page 221."