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BLLIE FARNSWURTH R. M.C.

To All Whom These Presents May Concern:

I, Dave Smith, of Greenville County, South Carolina, SEND GREETING:

Whereas, I , the said Dave Smith,

in and by my certain promissory

note in writing, of even date with these

Presents, am well and truly indebted to W. C. Malone and T. A. Brown,

in the full and just sum of FIVE HUNDRED FIFTY and no/100 (\$550.00) DOLLARS,

. to be paid as follows: in monthly installments of TEN and no/100 (\$10.00) DOLLARS each, beginning on the 28th day of November, 1949, and continuing on the 28th day of each and every successive Calendar month thereafter, for a period of Two (2) years, at which time the entire principal balance will become due and payable, until paid in full

at the rate of Six per centum per annum, to be computed and paid quarterly,

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 I, the said Dave Smith,

, with interest thereon from date

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said W. C. Malone and T. A. Brown, according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Dave Smith,

, in hand well and truly paid by the said W.C. Malone and T.A. Brown,

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 W. C. Malone and

T. A. Brown, their heirs and assigns,

All that certain piece, parcel or lot of land situate, lying and being on the northern side of Julian Street near the City of Green-ville, in the County of Greenville, State of South Carolina, being shown as Lot Number Thirty (No. 30) on plat of Queen Heights, made by N. O. McDowell, Jr., and J. P. Moore, November 1944, recorded in the R. M. C. office for Greenville County, S. C., in Plat Pook "O", page 87, and, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Julian Street at joint front corner of Lots Nos. 30 and 31, said rin being 170 feet west from the northern and said rin being 170

Street at joint front corner of Lots Nos. 30 and 31, said rin being 170 feet west from the northwest corner of the intersection of Julian Street and Queen Street, and running thence with the line of Lot No.31, N. 21-45 E. 116.5 feet to iron pin; thence N. 68-43 W. 40 feet to iron pin; thence with line of Lot No. 29, S. 21-45 W. 116 feet to iron pin on the northern side of Julian Street; thence with the northern side of Julian Street, S. 67-39 E. 40 feet to the beginning corner.

This is the same property conveyed to me by Annie West Cely, Fig. and others, by deed dated March 9, 1949, recorded in Vol. 375 at rage 421, in the R. M. C. office for Greenville County.

This is a second mortgage over the said property, being second and junior to a first mortgage over same executed by Dave Dmith to Fidelity Federal S. & L. Assn., recorded in the said R.M.C. office.