VOI 455 PLGE 322

THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE)

To All Whom These Presents May Concern:

We, Cecil Elmo King and Lorena Grey King,

SEND GREETING:

, the said Cecil Elmo King and Lorena Grey King, Whereas,

promissory in and by our certain

note in writing, of even date with these

Presents, are

W. A. Smith, well and truly indebted to

in the full and just sum of ONE THOUSAND and no/100 (\$1,000.00) DOLLARS, to be paid as follows: One Hundred Fifty (\$150.00) Dollars on April 8, 1955, and a like amount on the 8th day of each and every succeeding third (3rd) Calendar month thereafter until paid in full, each of said payments to be applied first to interest and balance to principal.until paid in full both as to interest and as to principal; with the right to anticipate by the payment of all or any part thereof at any time before maturity. , with interest thereon from date

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 we , the said Cecil Elmo King and Lorena Grey

King,

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said W. A. Smith,

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

consideration of the further sum of Three Dollars, to us , the said Cecil Elmo King and Lorens

Grey King, , in hand well and truly paid by the said W. A. Smith,

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. A. Smith, his

heirs and assigns.

All that piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, located on the south side of the Mauldin-Pélham Road, about one milé east of Mauldin, adjoining lands of the estate of Frank Austin, lands of Mrs. Ida F. Burdett, et al.

and more particularly described as follows:

BEGINNING at an iron pin, fork of road leading to Frank Austin's and the Pelham and Batesville Road, and running thence up said road, S. 55½ W. 366 feet to an iron pin in the middle of said road, on the Burdett line; thence with the Burdett line, S. 16 E. 770 feet to iron pin in branch, Frank Austin corner; thence N. 54 3/4 E. 100 feet to bend; thence 49 3/4 E. 214 feet to white oak; thence N. 33 E. 479 feet to iron pin in the Frank Austin road; thence up the road, N. 62 3/W. 305 feet to bend; thence N. 47 W. 100 feet to bend; thence N. 25 W. 164 feet to the beginning corner; and containing Eight and 15/100 (8.15) acres, more or less.

This is the same property conveyed to us by Jesse A. Fowler by deed dated Sept. 8, 1949, recorded in Vol. 391 at page 26 in the R.M.C. office for Greenville County.

This is a second mortgage over the above described property, being second and junior to a first mortgage over same, executed by us to W.A.Smith, for \$3000, on or about Feb. 8, 1950, recorded in Vol. 449 at

This mortgage Paid and Datisfield in July.