MORTGAGE OF REAL ESTATE-Offices of HINGSON & TODD, Attorneys at Law, Greenville, S. C.

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FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

WHEREAS

J. D. Lindsay,

DEC 8 10 39 AM 1950

OLLIE FARNSWORTH R. M.C.

well and truly indebted to

F. W. Symmes

in the full and just sum of - - - Sixty Four Hundred and no/100 - -Dollars, in and by certain promissory note in writing of even date herewith, due and payable

Three Hundred (\$300.00) Dollars six months from date and Three Hundred (\$500.00) Dollars every six months thereafter, until paid in full,

, with interest thereon from

date

at the rate of six per centum per annum, to be computed and paid semi-annually, in addition to above payments on principal, 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

J. D. Lindsay,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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

F. W. Symmes, his heirs and assigns:

all that tract or lot of land in

Greenville Township, Greenville County, State of South Carolina. in the City of Greenville, being known and designated as Lot No. 8 of a subdivision of the Sumlar Hall property in Nicholtown prepared by Pickell and Pickell, Engineers, and being more particularly described as follows:

BEGINNING at ampoint on the West side of Cook Avenue, 61 feet South of the intersection of Cook Avenue and Sumlar prive, which point is the joint front corner of Lots 7 and 8 and running thence with Cook Avenue, S.-O-30 W. 60 feet Wark to a point joint front corner of Lots 8 and 9, thence with the joint line of said lots, S. 89-30 W. 148 feet to a point in real line of Lot No. 5; thence along the rear line of Lot 5, N. 0-30 E. 60 feet to a point joint rear corner of Lots 7 and 8; thence with joint line of said lots N. 89-30 E. 148 feet to the point of beginning.

This being the same property as conveyed to the Mortgagor by deed of Sumlar Hall on the 21st day of September, 1950, said deed being recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 419 at page 313.