THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OLLIE FARMSWORTH R. M.C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I , the said Dr. Herschel L. Smith

in and by my certain promissory

note in writing, of even date with these

Presents, am well and truly indebted to Ernest Scott Flounders and H.L. Baumgardner in the full and just sum of One Thousand One Hundred & oo/100 (\$1,100.00)

Dollars

, to be paid \$40.93 for eleven months beginning with the lst day of November 1957 and payable on the 1st of each month; \$20.77 for one month payable on the 1st day of October 1958; \$10.00 per month beginning on the 1st day of November 1958 and payable on the 1st day of each month thereafter

, with interest thereon from date

at the rate of six per centum per annum, to be computed and paid semi-annually

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 Dr. Herschel L. Smith

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Ernest Scott

Flounders and H.L. Baumgardner according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Dr. Herschel L. Smith

, in hand well and truly paid by the said Ernest Scott Flounders and

H.L. Baumgardner 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 Ernest Scott Flounders and H.L. Baumgardmer, their heirs and assigns forever:

All that certain piece, parcel, or lot of land situate near the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot #9 of a subdivision known as Sevier Court, according to plat of C.C. Jones, dated February 29, 1956, plat of which is recorded in the R.L.C. Office for Greenville County in Flat Book EE at page 180, and having the following metes and bounds:

BEGINNING at an iron pin at joint corner of lots #9 and #10 on the Eastern side of Bahan Street, running thence along the line of these lots S. 88-10 E. 121.1 feet to an iron pin, thence N. 1-50 E. 65 feet to an iron pin on the Northern side of Sevier Court, thence along Sevier Court N. 88-10 W. 104.2 feet to an iron pin at the intersection of Sevier Court and Bahan Street, which intersection is curved, the chord of which is S. 45-34 W. 27.7 feet to an iron pin on the Eastern side of Bahan Street, thence with Bahan Street S. 0-42 E. 45 feet to an iron pin, point of beginning.