JUN 21 3 22 PM 1965 BOOK

BOOK 998 PAGE 418

The State of South Carolina,

COUNTY OF GREENVILLE

OLLIE FAR NSWORTH R. M.C.

To All Whom These Presents May Concern:

J. W. PITTS

SEND S GREETING:

), to be paid

Wherese

т

, the said J. W. Pitts

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to HAROLD C. SMITH & JOHN M. FLYNN

hereinafter called the mortgagee(s), in the full and just sum of THREE HUNDRED FIFTY AND NO/100 - - -

_ _ _ _ _ _ DOLLARS (\$ 350.00

one (1) year after date or upon the sale of the property described below, if such sale occurs prior to one (1) year,

, with interest thereon from

date

at the rate of

six (6%)

annually

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

interest at the same rate as principal.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or convenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 its 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 ten (10%) per cent, of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said HAROLD C. SMITH and JOHN M. FLYNN, their Heirs and Assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the west side of Carriage Lane, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 9 on plat of Section 1 of Brookwood Forest, made by C. C. Jones, Engineer, November 1962, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX, page 97; said lot fronting 100 feet on the west side of Carriage Lane, and running back to a depth of 153.9 feet on the south side, to a depth of 157.6 feet on the north side and being 100.1 feet across the rear.

This mortgage is junior in rank to the lien of that mortgage given by Randolph D. Cason to First Federal Savings & Loan Association of Greenville, South Carolina, on March 28, 1963, in the original amount of \$9,350.00 recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 917, page 278.

Paid in full this
15 th day of September, 1965
W. L. Smith
John 701. Flynn
Witness:
Grace P. Satterfield

SATISFIED AND CANCELLED OF RECORD

R.M.C. FOR GREENVILLE COUNTY, S. C. AT 4.3/ O'CLOCK P. M. NO. 864/