

STATE OF SOUTH CAROLINA,

County of Greenville

I, Champ A. Smith

SEND GREETING:

WHEREAS, I the said Champ A. Smith

in and by my certain promissory note in writing of even date with these presents am well and truly indebted to Judson Mills ~~SOUTH CAROLINA TRUST AND SAVINGS COMPANY~~, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of One Thousand and no/100 (\$ 1,000.00) DOLLARS, to be paid at its ~~office~~ in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6) per centum per annum, said principal and interest being payable in month installments as follows:

Beginning on the 1st day of October, 1939 and on the 1st day of each month of each year thereafter the sum of \$ 10.00 to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of March, 1951 and the balance of said principal and interest to be due and payable on the 1st day of April, 1951; the aforesaid monthly payments of \$ 10.00 each are to be applied first to interest at the rate of six (6) per centum per annum on the principal sum of \$ 1,000.00 or so much thereof as shall from time to time remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America, and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

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 covenant contained herein, then the whole amount evidenced by said note shall 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 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 (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 Champ A. Smith Judson Mills in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said ~~SOUTH CAROLINA TRUST AND SAVINGS COMPANY~~ me ~~COMPANY~~ according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

the said Champ A. Smith Judson Mills in hand well and truly paid by the said ~~SOUTH CAROLINA TRUST AND SAVINGS COMPANY~~ Judson Mills ~~COMPANY~~, 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 ~~SOUTH CAROLINA TRUST AND SAVINGS COMPANY~~ Judson Mills

All that certain piece, parcel or lot of land on the West side of 5th Avenue in Judson Mills No. 1 Village in the County of Greenville, State of South Carolina, being known and designated as Lots No. 66 and 67 as shown on a plat of Section 1 of Judson Mills Village made by Dalton & Neves, Engineers, in August, 1939, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book K, at pages 11 and 12, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pipe at the Northwest corner of the intersection of 5th and Wilburn Avenues and running thence with 5th Avenue N. 4-30 E. 94.2 feet to an iron pipe, joint front corner of lots No. 65 and 66; thence with the line of lot No. 65 N.85-30 W. 90 feet to an iron pipe, joint rear corner of lots No. 69 and 70; thence with the line of lots No. 69 and 68 S. 4-30 W. 149.2 feet to an iron pipe on the North side of Wilburn Avenue; thence with Wilburn Avenue North 63-30 E. 105.7 feet to the beginning corner.

This is the identical property conveyed to the mortgagor herein by deed of Judson Mills of even date herewith, and this mortgage is given to secure the unpaid portion of the purchase price.

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

ASSIGNMENT.

FOR VALUE RECEIVED Judson Mills hereby assigns, transfers, and sets over unto The Peoples National Bank of Greenville the within mortgage and the note which it secures.

Dated this 31st day of October, 1939.

JUDSON MILLS

Witness: Billie Mahaffey

BY: A. B. SIBLEY

Betty Wells

TREASURER.

Assignment recorded November 3, 1939 at 1 P. M. #14030 BY: E. G.

This Mortgage Assigned to Judson Mills on 24 day of Sept., 1942. Assignment recorded on Vol. 214 of R. E. Mortgages on Page 189.

This Mortgage Assigned to First Natl. Bank on 25 day of Sept., 1942. Assignment recorded on Vol. 214 of R. E. Mortgages on Page 189.