

MORTGAGE OF REAL ESTATE

40298 REGISTER-LARRARD CO.-GREENVILLE

THE STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE, S. C.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Florris L. Smith

WHEREAS I the said Florrie L. Smith

in and by a certain note or obligation bearing date the September 10th 1935 stand firmly held and bound unto Lucius L. Smith and W. H. Smith in the penal sum of Six Hundred Seventy Eight Dollars (\$678.00)

conditioned for the payment of the full and just sum of - To be paid in five equal annual installments beginning January 1st, 1946 and so on untill all installments shall have been paid, with interest thereon from date at the rate of Six (6) per cent, per annum, to be computed and paid 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, 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; said note further providing for an attorney's fee of ten per cent besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as part thereof.

as in and by the said note and Conditioned thereof, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I the said Florrie L. Smith in consideration of the said debt and sum of money aforesaid, and for the better securing payment thereof to the said Lucius L. Smith and W. H. Smith according to the condition of the said note; and also in consideration of the further sum of THREE DOLLARS, to me, the said Florrie L. Smith in hand well and truly paid by the said Lucius L. Smith and W. H. Smith 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 Lucius L. Smith and W.H. Smith all that certain parcel or tract of land in Austin township, county and state aforesaid and having the following limits and bounds to wit: Beginning at Maple on Branch of Gilder Creek thence S. 25 3/4 E 2.54 to Willow on bank of creek thence S 72 1/2 W 7.00 to P.O. thence N 12 E 12.13 to stone thence S 71 E 3.60 to P. O. thence S 80 E 2.40 to stake at creek thence S 78 E 5.00 to stake thence S 86 1/2 E 9.20 to pine stump at Grave Yard thence S 22 1/2 W 12.88 to the beginning and containing 27 3/4 acres more or less being land conveyed to me by W. J. Smith February 28th, 1916 including tracts Nos. 3 and 4 and 6, recorded in book G page 57.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or pertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said Lucius L. Smith and W. H. Smith - Their Heirs, and Assigns forever. And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the premises unto the said Heirs and Assigns from and against me and my heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor - x - Heirs, Executors or Administrators shall and will forthwith insure the House and Buildings on said lot and keep the same insured from loss or damage by fire and assign the policy of insurance to the said Executors, Administrators or Assigns, and in case he or they shall at any time neglect or fail so to do then the said Mortgagee x Executors, Administrators or Assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expense of such insurance under the mortgage.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to

(over)

*For satisfaction
see R. C. page 14
337*

RECORDED AND CANCELLED OF RECORD
1935 DAY OF June 19 49
Office of the Register
S. C. FOR GREENVILLE COUNTY, S. C.
1213 NORTH O. M. NO. 13899