

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

KEYS PRINTING CO., GREENVILLE, S. C.

THE STATE OF SOUTH CAROLINA, }
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Merritt A. Smith, Jr.

SEND GREETINGS:

Whereas, I the said Merritt A. Smith, Jr.

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Ruth Ashton

in the full and just sum of One Thousand Twenty-five and 25/100

(\$1,025.25) Dollars, to be paid Fifteen (\$15.00) Dollars on the 29th day of October, 1945, and Fifteen (\$15.00) Dollars on the 29 day of each and every month thereafter until paid in full; all payments to be applied first to accrued interest and the balance to reduction of the principal indebtedness:

with interest thereon from date at the rate of six per centum per annum, to be computed and paid semi-annually

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 Merritt A. Smith, Jr.,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Ruth Ashton

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to

the said Merritt A. Smith, Jr. in hand well and truly paid by the said Ruth Ashton

PAID AND CANCELLED OF RECORD
9 DAY OF April 1952
Office Jamesworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:31 O'CLOCK P. M. NO. 8316

receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Ruth Ashton, her heirs and assigns;

All that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the north side of the Cedar Lane Road, known as Lot No. two (2) of the property of W. F. Lunsford, and having the following metes and bounds, to-wit:

BEGINNING at a point on the north side of the Cedar Lane Road at the south-east corner of Lot No. one (1), and running thence with the line of Lot No. one (1) N. 17-30 E. two hundred and thirty-two (232) feet to an iron pin; thence S. 80-15 E. thirty-six (36) feet to an iron pin; thence S. 9-45 W. two hundred and ten (210) feet to an iron pin on the north side of the Cedar Lane Road; thence along the north side of Cedar Lane Road N. 80-15 W. sixty (60) feet to the beginning corner.

This is the same property conveyed to me by Ruth Ashton by deed bearing date herewith and to be recorded simultaneously herewith.

It is understood and agreed that this is a second mortgage on said property, same being inferior to that certain mortgage given by Ruth Ashton to Fidelity Federal Savings & Loan Association, dated April 16th, 1945, in the principal sum of \$1,000.00 and recorded in the R. M. C. Office for Greenville County, S. C. in Mortgage Book No. 333, at page 303.