

State of South Carolina,

OLLIE FARNSWORTH  
R. M. C.

County of Greenville.

ROBERT E. MACLAY

SEND GREETING:

WHEREAS, I the said Robert E. Maclay,

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to H. C. Smith and C. S. Fox in the full and just sum of Three Hundred & no/100 (\$ 300.00 ) DOLLARS, to be paid at 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 monthly installments as follows:

Beginning on the 12th day of March, 1948, and on the 12th day of each month of each year thereafter the sum of \$ 25.00 to be applied on the interest and principal of said note, said payments to continue thereafter until paid in full; ~~up to and including the~~ 10-- and the balance of said principal and interest to be due and payable on the 10-- day of 10--; the aforesaid monthly payments of \$ 25.00 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 300.00 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 hereof, 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 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 (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 Robert E. Maclay, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said H. C. Smith and C. S. Fox according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said Robert E. Maclay, in hand and truly paid by the said H. C. Smith and C. S. Fox 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 H. C. Smith and C. S. Fox, their heirs and assigns, forever:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, Woodside Circle, beginning at a stake on the Southeast corner of South Woodside (now Ashley Ave.) and White Hall Street, and running thence along Woodside Street (now Ashley Ave.), S. 87-26 E. 110 feet, more or less, to a stake; thence S. 13-50 W. 51.8 feet to a stake, corner of Lot #4; thence along line of Lot #4, N. 81.03 W, 116 feet, more or less, to stake on White Hall Street; thence along White Hall Street, N. 24.37 E. 41 feet to the beginning corner.

The above property is known and designated as Lot No. 5 according to plat of property of Lillie J. Butler, recorded in Plat Book H, Page 33, R. M. C. Office for Greenville County, S. C.

ALSO the following chattels, to-wit:

- One 7-foot Kelvinator 1947 model
- One Studio Couch
- One Platform Rocker
- One odd plush chair
- One complete dinette suite
- One American Quick-heat Oil Heater

*Witness*  
*Joe W. Long,*  
*Wendell H. Thomas*  
*Paid in full and Satisfied*  
*This 23rd day Feb. 1949,*  
*H. C. Smith,*  
*C. S. Fox.*

*26 February 1949*  
*Ollie Farnsworth*  
*8:24*