

THE STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

To All Whom These Presents May Concern:

I, Rubin Brown, of Greenville County

SEND GREETING:

Whereas I, the said Rubin Brown

in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to Homer L. Smith and W. C. Malone

in the full and just sum of ONE THOUSAND, EIGHT HUNDRED AND NO/100 (\$1,800.00) to be paid as follows: TWO HUNDRED, FIFTY AND NO/100 (\$250.00) DOLLARS on September 7th, 1949, and TWO HUNDRED, FIFTY AND NO/100 (\$250.00) DOLLARS on the 7th day of September of every succeeding year thereafter until paid in full, with privilege of anticipating payment of any part or all of the principal debt at any time with interest thereon from date

at the rate of seven per centum 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, 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 Rubin Brown

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Homer L. Smith

and W. C. Malone according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Rubin Brown

Malone, in hand well and truly paid by the said Homer L. Smith and W. C.

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 Homer L. Smith

and W. C. Malone, their heirs and assigns forever:

"All that certain piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, School District 7-I, being known and designated as Lot No. 32 of a subdivision known as Nickoltown Heights No. 1, as shown on a plat of the same prepared by C. M. Furman, Jr., Engr., 1922, said plat being recorded in the R. M. C. office for Greenville County in Plat Book F, page 68, and having, according to a more recent plat prepared by W. J. Riddle, Engr., March, 1941, recorded in Plat Book M, page 4, the following metes and bounds, to-wit:

"BEGINNING at an iron pin at the Northwest corner of the intersection of Clark street and Bridwell street, and running thence along the West side of Bridwell street, N. 0-45 W. 40.2 feet to an iron pin at the joint front corners of Lots 58 and 59; thence along the joint line of said lots, S. 89-15 W. 110 feet to an iron pin at the joint rear corners of said lots; thence along the joint line of Lots 57 and 58, S. 0-45 E. 40.2 feet to an iron pin on the North side of Clark street; thence along the North side of Clark street, N. 89-15 E. 110 feet to the beginning corner; being the same conveyed to me by Ethel