FILED GREENVILLE CO. S. C. 800x 702 PAGE 125

State of South Carolina

COUNTY OF Greenville

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OLLIE FARNSWORTH

To All Mhom These Presents May Concern: I, Bobby Leon Painter,

hereinafter called

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by these Presents, 18 well and truly indebted to

has certain promissory note in writing, of even date with Albert L. Smith

hereinafter called Mortgagee, in the full and just sum of Eight Thousand Five Hundred (\$8500.00) - - - - - DOLLARS, to be paid as follows: \$75.00 beginning February 1, 1957, and continuing for a period of twenty-four (24) months and thereafter at the rate of

with interest thereon from date at the rate of six per centum per annum, to be computed and paid monthly until paid in full; all interest not paid when due to bear interest at the 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount 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 the said Mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee,

Albert L. Smith and his heirs and assigns:

All of that parcel or lot of land in Chick Springs Township of Greenville County, South Carolina, located near Pleasant Grove Baptist Church and South therefrom, bounded on the east and south by a new street, being all of <u>Mot No. 31</u> on a plat of property made for the J.M. Mattox Estate by H.S. Brockman, Surveyor, dated November 6, 1952, amended February 25, 1956, and recorded in the R.M.C. Office for Greenville County in Plat Book JJ, page 127, and having the following courses and distances:

BEGINNING on a stake on the west side of a new street, joint corner of Lots Nos. 29 and 31 on said plat, and runs thence along the western margin of street, S. 48.40 W. 60 feet to a stake; thence with the margin of said street, curving westerly (the chord of which is N. 78.50 W.) 86.8 feet to a stake; thence with the northern margin of said street, N. 41.16 W. 124 feet to a stake, corner of Lots Nos. 30 and 31; thence N. 48.40 E. 100 feet to a stake; thence S. 41.20 E. 200 feet to the beginning corner.

This is the same property as conveyed to me, the mortgagor, by the mortgagee, Albert L. Smith, by deed of even date and to be recorded herewith. This mortgage is given for the purpose of securing payment of the greater portion of the purchase price for the above described lot.

The mortgager expressly agrees to promptly pay all taxes and assessments against this property while this mortgage is in force and in no event shall such taxes become delinquent beyond January 15 of any preceding year.