

FILED
GREENVILLE CO. S.C.

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BOOK 711 PAGE 163

The State of South Carolina,
COUNTY OF GREENVILLE

} OLLIE F. NEWORTH
R.M.C.

To All Whom These Presents May Concern: WARREN D. GAINES and EVELYN H. GAINES
SEND GREETING:

Whereas, WE, the said Warren D. Gaines and Evelyn H. Gaines hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, well and truly indebted to H. C. Smith and C. S. Fox

hereinafter called the mortgagee(s), in the full and just sum of Four Hundred Twelve and 50/100 -----
-----DOLLARS (\$ 412.50), to be paid
one (1) year after date.

, with interest thereon from date
at the rate of Five (5%) annually percentum per annum, to be computed and paid 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, 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 ten (10%) per cent, of the indebtedness as attorney's 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 WE, 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(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 lot of land with the buildings and improvements thereon, situate on the Northwest side of Dellwood Drive in the City of Greenville in Greenville County, South Carolina being shown as Lot 111 on plat of property of Central Development Corporation, made by Dalton and Neves, Engineers October 1951, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book "BB" at Pages 22 and 23 and having according to said plat the following metes and bounds to wit:

Said lot fronting 80 feet along the northwest side of Dellwood Drive and running back to a depth of 172.1 feet on the northeast side; to a depth of 140 feet on the southwest side; and being 86.2 feet across the rear.

This is the same property conveyed to us by deed of J. F. Strange of even date, to be recorded herewith.

This mortgage is junior in rank to the lien of that mortgage given by J. F. Strange to the Franklin National Life Insurance Company in the original amount of \$11,000.00, dated December 20, 1955, recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 662, Page 228; and this mortgage is also junior in rank to the lien of that mortgage given by us to J. F. Strange in the amount of \$1,396.59, of even date to be recorded herewith.

*Paid in full and satisfied
this 29th day of Jan. 1959.
C.S. Fox
H.C. Smith
W. Frank Dubane
S.B. Ashley
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Jan 29 1959
19540*