

SM 5-54 No. 121 - MORTGAGE OF REAL ESTATE (ATTORNEY FEES) WITH CERTAIN OTHER MATTER GREENVILLE CO. S. C.

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

JUL 2 10 12 AM 1957
BOOK 718 PAGE 31
OLLIE FARMER WORTH
R. M. C.

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said Herbert L. Smith
in and by my certain promissory note in writing, of even date with these
Presents, am well and truly indebted to C. Otto White, Jr.
in the full and just sum of Eleven Hundred (\$1,100.00) Dollars
, to be paid or or before the 1st day of October, 1957, with
interest from date at the rate of six per cent per annum to be computed and paid
at maturity, with privilege of anticipating any and all payments without penalty
, with interest thereon from
at the rate of per centum per annum, to be computed and paid

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 Herbert L. Smith
, in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said
C. Otto White, Jr. according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to me, the said Herbert L. Smith
, in hand well and truly paid by the said C. Otto White, Jr.
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

- C. OTTO WHITE, JR., HIS HEIRS & ASSIGNS -

All that certain piece, parcel or lot of land, known and designated as Lot No. 14 of Cardinal Park, as shown on plat of property of Oscar L. Ayers recorded in the R. M. C. Office for Greenville County in Plat Book "W", Page 27, and having the metes & bounds as shown on said plat.

This is the identical property this day conveyed to the mortgagor by deed of Hyman Lurey, said deed to be recorded.