

JAN 20 12 24 PM 1958

The State of South Carolina, COUNTY OF GREENVILLE

LOLLIE FARMGORTH R. M.C.

WILLIAM CARLOS SMITH and CHEVELETTE T. SMITH SEND GREETING:

Whereas, we, the said William Carlos Smith and Chevelette T. Smith hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to James R. Rutledge, Jr.

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Six Hundred Two and 46/100

DOLLARS (\$ 1,602.46), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of (6 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 17th day of February, 1958, and on the 17th 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 the principal and interest is paid in full. 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 \$ 1,602.46 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 herein 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 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 James R. Rutledge, Jr., his heirs and assigns, forever:

All that Lot of land with the buildings and improvements thereon situate on the North side of East Tallulah Drive in the City of Greenville, in Greenville County, S. C., being shown as a portion of Lot 114, on plat of property of D. T. Smith Estate, recorded in the RMC Office for Greenville County, S. C., in Plat Book "H", page 279, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of East Tallulah Drive and Penn Street, and running thence with the East side of Penn Street N. 25-20 W. 150 feet to an iron pin; thence N. 64-40 E. 100 feet to an iron pin; thence with the line of Lot 115 S. 25-20 E. 150 feet to an iron pin on the North side of East Tallulah Drive; thence with East Tallulah Drive S. 64-40 W. 100 feet to the beginning corner.

This is the same property conveyed to us by deed of James R. Rutledge, Jr., by deed of even date herewith, and this mortgage is given to secure the unpaid portion of the purchase price and is junior in rank to the lien of the mortgage of First Federal Savings & Loan Association in the original amount of \$7,500.00, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 637, page 63.

SATISFIED AND CANCELED OF RECORD 9th DAY OF Jan 1958 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11 16 O'CLOCK A. M. NO. 21353

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 83 PAGE 1456