

The State of South Carolina,

COUNTY OF GREENVILLE

GREENVILLE, S. C.

SEP 23 11 02 AM 1958

JAMES FRANKLIN SMITH

SEND GREETING:

Whereas, I, the said James Franklin Smith

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to

L. A. MOSELEY and ALBERT ATWOOD BELL

hereinafter called the mortgagee(s), in the full and just sum of Six Hundred Fifty (\$650.00) and

No/100 ----- DOLLARS (\$ 650.00), to be paid

at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of

five (5 %) per centum per annum, said principal and interest being payable in monthly installments as follows: the sum of \$10.00 to be paid on October 1st, 1958, November 1, 1958 and December 1, 1958; and

Beginning on the 1st day of January, 1959, and on the 1st day of each month of each year thereafter the sum of \$ 20.00 to be applied on the interest and principal of said note, said payments to continue up to and including the day of ----- thereafter until the principal and interest are paid in full

-----; the aforesaid monthly payments of ----- each are to be applied first to interest at the rate of five (5 %) per centum per annum on the principal sum of \$ 650.00 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 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 I, 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 me, 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

L. A. MOSELEY and ALBERT ATWOOD BELL, their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Northeast side of Edgewood Avenue and on the Southeast side of Forest Lane, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 38 on plat of Leawood made by Dalton and Neves, Engineers, June 1938, recorded in the RMC Office for Greenville County, S. C., in Plat Book "J", at pages 18 and 19, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeast side of Edgewood Avenue, at joint front corner of Lots 37 and 38, running thence along the line of Lot 37, N. 33-54 E., 166.3 feet to an iron pin; thence N. 55-41 W. 75 feet to an iron pin on the Southeast side of Forest Lane; thence along Forest Lane, S. 33-54 W. 165.8 feet to an iron pin at the corner of Forest Lane and Edgewood Avenue; thence with Edgewood Avenue, S. 55-18 E., 75 feet to the beginning corner.

This is the same property conveyed to me by deed of Albert Atwood Bell to be recorded herewith, and this mortgage is junior in rank to the lien of that mortgage given by Albert Atwood Bell to General Mortgage Co. on February 10, 1955, in the original amount of \$10,450.00 recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 627, page 83.

The within mortgage for \$650.00, secured by note of like amount, is hereby satisfied, cancelled and paid in full this 21st day of December 1961.

L. A. Moseley
Albert Atwood Bell

Witness T. J. Reynolds
Ruth S. Jackson

SATISFIED AND CANCELLED OF RECORD
14 DAY OF Jan. 1961
Ollie Farmworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
1510-10 OCTOBER 20 1961