5M 2-59 No. 142—MORTGAGE OF REAL ESTATE—(PATTERSON FORM) W. A. SMITH & CO., INC., OFFICE SUPPLIES, GREENVILLE, S. C.

FILED
GREENVILLE CO. S. C.

BOOK 794 PAGE 342

JUL 2 12 42 PM 1959

OLLIE FARNSWORTH
R.M.C.

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

I, Myrtle Smith, of Greenville County, South Carolina, SEND GREETING:

Whereas, I, the said Myrtle Smith, in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to W. Hart Miller and Maude H. Miller, in the full and just sum of ONE THOUSAND and no/100 ($1,000.00) DOLLARS, to be paid as follows: TWENTY FIVE ($25.00) DOLLARS on August 4, 1959, and a like sum on the ~~, to be paid~~ 4th day of each and every succeeding Calendar month thereafter up to and including the 4th day of July, 1960, at which time the whole amount of the balance then owing shall be and become due and payable, until paid in full,

, with interest thereon from date at the rate of Six per centum per annum, to be computed and paid annually, 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 Myrtle Smith, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said W.Hart Miller and Maude H. Miller, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Myrtle Smith, in hand well and truly paid by the said W. Hart Miller and Maude H. Miller, 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 W. Hart Miller and Maude H. Miller, their heirs and assigns,

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being known and designated as Lot Number Thirty (No. 30) on a plat of the property of J. R. West, recorded in the R. M. C. Office for Greenville County in Plat Book "D" at pages 312-317, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a point, iron pin, on the western side of Ledbetter Street, joint front corner with Lot No. 29 of said plat, and running thence with the line of said Lot No. 29, S. 73-10 W. 130 feet to a point, iron pin, in rear line of Lot No. 48; thence with the rear line of Lots Nos. 48 and 49, N. 16-50 W. 71 feet to a point, iron pin; thence N. 74-38 E. 130 feet to a point, iron pin, on the western side of said Ledbetter Street; thence with Ledbetter Street, S. 16-50 E. 67.5 feet to the point of beginning.

The above described property is the same conveyed to me by Geneva W. Garrett, and others, by deed dated August 22, 1941, recorded in Vol. 236 at page 295 in the R. M. C. office for Greenville County.

This is a second mortgage over the above described property, being second and junior to a first mortgage over same executed by me to

Paid and satisfied in full
this Sept. 2, 1960
W. Hart Miller
Maude H. Miller
Mortgagees

Witness:
Shirley Campbell
Sally Parrish

Sept 1960
Ollie Farnsworth
R.M.C.