

THE STATE OF SOUTH CAROLINA, }  
COUNTY of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, M.A. Smith of the City of Greenville, in said County and State

SEND GREETINGS:

WHEREAS, I, the mortgagor hereinabove named desire to secure the payment of a certain debt owing to W.A. Wallace by my wife, Mrs. Mamie Smith, who purchased a certain lot of land subject to a mortgage given to the said W.A. Wallace by W.N. Jones to secure a debt advanced by a certain promissory note in writing, of ~~xxxxxxx~~ date June 6, 1921 truly and secured by a certain mortgage recorded in the office of the Register of Mesne Conveyances for said County and State in Mortgage Book 105, at page 130; said note being for the sum of Five hundred and fifty dollars, of which \$275.00 was due Dec. 6, 1921; but was not paid, now therefore, in order to induce the said W.A. Wallace to accept \$100.00 thereof on Jan. 2, 1922 of \$100.00 on March 1, 1922, and \$75.00 on July 6, 1922 (the date when the remaining \$275.00 falls due), with interest on all of said payments from the 6th, day of December, 1921, at the rate of eight per cent. per annum, payable semi-annually, as in said note provided, and an attorney's fee of ten per cent. of said debt, as provided by said note, as provided by said note, in case of suit or collection by an attorney, etc.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per cent. 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 unpaid, then 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; said note further providing for an attorney's fee of \_\_\_\_\_

besides all costs and expenses of collection, to be added to the amount due on said note to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind or if any part of the money due on said note be not paid when due (all of which is secured under this mortgage), as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, M.A. Smith, the said mortgagor

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the mortgagee hereinabove named according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said mortgagor in hand well and truly paid by the said mortgagee

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.A. Wallace and his heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the State of South Carolina and County of Greenville, in the Second Ward of the City of Greenville, on the east side of Bennett Street: Beginning at a stake on the east side of said Street, three hundred and ninety-five (395) feet south of the South-east corner of Bennett Street and Stone Avenue, and running thence S. 71° 50' E. one hundred and eighty (180) feet to a stake; thence S. 20° 19' W. fifty-five (55) feet to a stake; thence N. 71° 50' W. one hundred and eighty (180) feet to a stake on Bennett Street; thence with Bennett Street N. 20° 19' E fifty-five (55) feet to the beginning corner, being lot number fifty-nine (59) of Section H., of the property of the State Land Company - according to a plat thereof recorded in the office of the Register of Mesne Conveyances for said County and State in Plat Book A, at pages 337 to 345, inclusive.

This is a second mortgage on said property, being junior to a mortgage for five hundred dollars given by me to Mr. Valaree Rickman, recorded in said office in Mortgage Book 97, page 155.

It is understood and agreed that upon payment of the sum of One hundred dollars on Jan. 2, 1922, and one hundred dollars on March 1, 1922, the remainder of said original debt of \$550.00 may be paid on July 6, 1922, the two hundred dollars so to be paid to be credited on said original debt; but that if either of said one hundred dollar payments shall not be made when due, said mortgagee may proceed to foreclose and collect said original debt in full, according to the terms of said original mortgage, default having occurred in the payment of said installment of said original debt due December 6, 1921, as aforesaid.

See Judy Roll E 9880