

MORTGAGE OF REAL ESTATE

BAND & WHITE, PRINTERS, SPARTANBURG, S. C. 148732

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Ezell Gosnell

SEND GREETING:

WHEREAS, *I*, the said *Ezell Gosnell*

in and by *my* certain *promissory* note in *Full* writing, of even date with these presents *and* well and truly indebted to *H. H. Townes*

in the full and just sum of *Four Hundred Twentyfive (\$425.00)* Dollars to be paid: *One Hundred (\$100.00) Dollars six months from date, and thereafter one hundred (\$100.00) Dollars every six months, the last payment to be one hundred twentyfive (\$125.00) Dollars and the principal.*

Satisfactory
H. H. Townes
12-19

with interest thereon from *date* at the rate of *six* per cent. per annum, to be computed and paid *semi-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, 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 *Fifty + no. of (\$50.00) Dollars*

besides all costs and expenses of collection, to be added to the amount due on said note and 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 (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 the said Mortgagor, *James M. Smith*, in consideration of the said debt and sum of money aforesaid, and of the better securing the payment thereof to the said Mortgagee, *James M. Smith*, according to the terms of the said note, and also in consideration of the further sum of *Three Dollars* to the said Mortgagor, *James M. Smith*, in hand well and truly paid by the said Mortgagee, *James M. Smith*, 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 and release unto the said Mortgagee, *James M. Smith*, and

Heirs and Assigns, forever, all and singular that certain piece, parcel, lot or tract of land situate, lying and being in *Greenville Assnship, Greenville* County, State aforesaid,

being two lots known and designated as lots 9 and 10 of a subdivision recorded in Plat Book 8, page 139, R. M. C. Office for said Greenville County, having the following metes and bounds, to-wit:

Beginning at the corner of Hill Top Avenue and Edwards Street, and running thence with Hill Top Avenue N. 68 24.100 feet to corner of lot no. 8; thence with line of lot no. 8, S. 13 24.143.2 feet to a pin; thence S. 65-26 E. 100 feet to Edwards Street; thence with Edwards Street N. 9-49 E. 100 feet to the beginning corner.

This is the same land conveyed to me, Ezell Gosnell, this day by H. H. Townes, mortgage herein, and this mortgage is given to secure the credit portion of the purchase price for the above described lot.