

PROVENCE JARRARD & MARTIN-GREENVILLE 28908

STATE OF SOUTH CAROLINA, }
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, _____

Wilmut Smith

_____ am well and truly indebted to

Sarah Osborne and Odney Cantey

in the full and just sum of *Five Hundred Fifty (\$550.00)*

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable on the _____ day of _____

One year after full date

Part interest

18th
18th
458
33
6808

_____ with interest from _____ date _____ at the rate of *eight* per centum per annum until paid; interest to be computed and paid *semi-* annually, and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I, the said _____

Wilmut Smith

_____ in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me in hand well and truly paid at and before the sealing and delivery 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 _____

Sarah Osborne and Odney Cantrell

all that tract or lot of land in *Greenville* Township, Greenville County, State of South Carolina.

In the City of Greenville on the South side of M^c Kay Street having the following metes and bounds as follows, to wit: Beginning at an iron pin on the South side of M^c Kay Street, corner of lot 59 as shown on plat of Eagle Park hereinafter referred to, and running thence with M^c Kay Street, S 89-15 W. 50 feet to a stake; thence in a southerly direction 109 feet more or less to a stake; thence in an easterly direction 50 feet to a stake in line of lot No. 58, which stake is 117 feet N. 4 W. from Tindall Avenue; thence which line of Lot No. 59, N. 4 W. 97 feet to the beginning corner of M^c Kay Street. Being a part of lot No. 59 as shown on plat of Eagle Park recorded in the R.M.C. office for Greenville County in Plat Book "C" at page 238. And being the same lot of land conveyed to the mortgagor herein by Sarah Osborne and Odney Cantey by deed of even date herewith, the same not yet recorded.

It is understood that this mortgage is given to secure the credit portion of the purchase price for said premises and it is further agreed and understood that this mortgage is to constitute a lien junior to the lien of a mortgage to be executed by the mortgagor herein for an amount not to exceed \$1500.00, the proceeds from which is to be applied to the payment of the construction of a house on the premises above described.

For value received I do hereby release Wilmut Smith from any and all liability on the within mortgage, this the 15th day of Oct. 1932.
In Presence of:
D. B. Leachwood
Elizabeth E. Bealy
Julius D. Charles L. S.
8475
When Recorded Oct. 15, 1932 at 2:00 P.M.