

THE STATE OF SOUTH CAROLINA, } County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Thomas L. Smith

SEND GREETING:

WHEREAS, I, Thomas L. Smith

in and by my certain Promissory note in writing, of even date with these presents, am well and truly indebted to The Peoples National Bank of Greenville, S.C. as Trustee for the D.D. Davenport Estate

in the full and just sum of Six Thousand (\$6000.00) Dollars, to be paid One year after date

with interest thereon, from after date of Green, S.C. at the rate of ... 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 the 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 ten per cent.

besides all costs and expenses of collection, to be added to the amount due on the 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 (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, as will more fully appear.

NOW, KNOW ALL MEN, That I, Thomas L. Smith

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Peoples National Bank of Greenville, S.C. as Trustee for the D.D. Davenport Estate

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said Thomas L. Smith

in full well and truly paid by the said The Peoples National Bank of Greenville, S.C. as Trustee for the D.D. Davenport Estate

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

For value received we hereby transfer the within mortgage to Mrs Mamie Lee Smith, without recourse on us. Witnesses: Dorothea B. Hill, Mary J. Dean, Mamie Lee. Assignment Recorded Jan 1st. 1938 at 9:40 A.M. # 3.

The Peoples National Bank of Greenville, S.C. as Trustee for the D.D. Davenport Estate, the following described property, to-wit: All that piece, parcel or lot of land situate in the city of Greer, State and County aforesaid, described as follows, to-wit: Beginning at a point on the West side of Trade St. 108 ft. from the Northwest corner of Randall and Trade Sts. and running thence S. 79-48 N. 110.7 ft. more or less, to a point on a 12 ft. alley; thence with said alley N. 9-46 W. 25.15 ft. to a point; thence N. 79-48 E. 110.7 ft. to a point on Trade St.; thence with Trade St. S. 9-46 E. 25.15 ft. to the beginning corner, according to a plat of the D.D. Davenport Estate, Greer, S.C., made by H.S. Brockman, Surveyor, dated April 16, 1926, and being known as the J. Denny Smith Store, bounded on the north by property of Dr. M.L. Lanford; West by an alley; South by Estate of D.D. Davenport; East by Trade St. This being the same property conveyed to me by L.M. Davenport by deed dated Feb. 13, 1934, the same not yet having been recorded, State of South Carolina, County of Greenville, Feb. 26. 1936

For value received I hereby assign, transfer and set over unto Bank of Greer, Greer, S.C. the note and mortgage of Thomas L. Smith, originally given Peoples National Bank, Greenville, S.C. as Trustee for the D.D. Davenport Estate, which has been transferred and assigned to me, recorded in R.M.B. Office for Greenville County in Vol. 248, page 306, the balance due thereon being \$4000.00. Greer, S.C. December 30, 1937.

Witnesses: Paul Smith, Mamie Lee Smith, J.J. Wilson.

State of South Carolina, County of Greenville. Personally appeared before me Paul Smith who being duly sworn says that he was present and saw Mamie Lee Smith sign, seal and deliver the above Assignment and that he with J.J. Wilson witnessed the execution thereof.

Sworn to before me this December 30, 1937. Paul Smith. B.A. Bennett, Notary Public for S.C.

Assignment Recorded January 1st. 1938 at 9:40 A.M. # 3.